CITY OF SEATTLE

City Council

Agenda

Monday, September 14, 2020

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

M. Lorena González, President
Lisa Herbold, Member
Debora Juarez, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member
Chair Info:206-684-8809; Lorena.González@seattle.gov

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CITY OF SEATTLE

City Council
Agenda

September 14, 2020 - 2:00 PM

Meeting Location:
Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

Committee Website:
http://www.seattle.gov/council

In-person attendance is currently prohibited per Washington State Governor's Proclamation No. 20-28.9 through October 1, 2020. Meeting participation is limited to access by telephone conference line and Seattle Channel online.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at http://www.seattle.gov/council/committees/public-comment.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at Council@seattle.gov
Sign-up to provide Public Comment at the meeting at http://www.seattle.gov/council/committees/public-comment
Watch live streaming video of the meeting at http://www.seattle.gov/council/watch-council-live
Listen to the meeting by calling the Council Chamber Listen Line at 253-215-8782 Meeting ID: 586 416 9164
One Tap Mobile No. US: +12532158782,,5864169164#

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. APPROVAL OF THE JOURNAL

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

IRC 270 September 14, 2020

Attachments: Introduction and Referral Calendar

F. APPROVAL OF THE AGENDA

G. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at http://www.seattle.gov/council/committees/public-comment.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

H. PAYMENT OF BILLS

These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.

CB 119880 AN ORDINANCE appropriating money to pay certain audited claims for the week of August 31, 2020 through September 4, 2020 and ordering the payment thereof.

I. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

CITY COUNCIL:

1. CB 119869 AN ORDINANCE relating to violations of civil emergency orders; amending Section 10.02.110 of the Seattle Municipal Code to establish enforcement actions for violations of civil emergency orders; adding a new Section 10.02.120 to the Seattle Municipal Code to establish a severability clause to Chapter 10.02; repealing Chapter 12A.26 of the Seattle Municipal Code to consolidate provisions related to civil emergency orders; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Supporting Documents: Summary and Fiscal Note

2. Res 31966 A RESOLUTION modifying the City Council's adoption by Resolution 31945 of a modified civil emergency order issued by the Mayor on April 24, 2020, relating to capping restaurant delivery and pick-up commission fees.

Attachments: Exhibit A Emergency Order Issued April 24, 2020
Exhibit B - Modified Emergency Order Adopted April 27, 2020
Exhibit C - Modified Emergency Order

Supporting Documents: Summary and Fiscal Note

3. CB 119878 AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

Attachments: Att A - Local 79 Agreement

Supporting Documents: Summary and Fiscal Note
Summary Att 1 – Bill Draft Local 79 Agreement

4. Res 31967 A RESOLUTION providing an honorary designation of 28th Avenue Northeast from Northeast 125th Street to Northeast 127th Street as "Hayashi Avenue."

Supporting Documents: Summary and Fiscal Note

LAND USE AND NEIGHBORHOODS COMMITTEE:

5. CB 119827 AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 208 of the Official Land Use Map to rezone land in the Rainier Beach neighborhood.

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen
Opposed: None

Attachments: Att 1 - Rainier Beach Rezone Map

Supporting Documents: Summary and Fiscal Note

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT

Legislation Text

File #: IRC 270, **Version:** 1

September 14, 2020

SEATTLE CITY COUNCIL

September 14, 2020

Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

	Record No.	Title	Committee Referral
	By: Mosqueda		
1.	CB 119880	AN ORDINANCE appropriating money to pay certain audited claims for the week of August 31, 2020 through September 4, 2020 and ordering the payment thereof.	City Council
	By: Juarez		
2.	CB 119881	AN ORDINANCE relating to renovating KeyArena at the Seattle Center; authorizing the Mayor or the Mayor's designees to execute an Agreement with Seattle Arena Company, LLC, to establish roles and responsibilities for coordinating the design and constructing the transit-only lanes on Queen Anne Avenue North and 1st Avenue North, a transit queue jump at 1st Avenue North and Republican Street, design upgrades for the Protected Bicycle Lanes, and additional improvements to Thomas Street.	City Council
	By: Herbold,Pedersen		
3.	CB 119882	AN ORDINANCE authorizing the Director of the Department of Finance and Administrative Services to execute and accept from the Washington State Department of Natural Resources, on behalf of The City of Seattle, a waterway permit and three sequential waterway permits, for the Seattle Police Department's Harbor Patrol use of Waterway 20.	City Council
	By: González		
4.	CB 119888	AN ORDINANCE relating to City employment; adopting a 2020 Citywide Position List.	City Council
	By: Strauss		
5.	CB 119889	AN ORDINANCE relating to historic preservation; imposing controls upon the Villa Camini, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.	City Council
	By: No Sponsor Required		
6.	CB 119891	AN ORDINANCE relating to the legal representation of	City Council

		Councilmember Kshama Sawant in judicial proceedings concerning a recall charge; paying expenses necessary to defend Councilmember Sawant in those proceedings; and ratifying and confirming certain prior acts.	
	By: Strauss		
7.	Appt 01617	Appointment of Christopher Martin Bown as member, Pike Place Market Historical Commission, for a term to December 1, 2022.	City Council
	By: Strauss		
8.	Appt 01633	Appointment of Dylan Jones as member, Urban Forestry Commission, for a term to March 31, 2023.	City Council
	By: Strauss		
9.	Appt 01634	Appointment of Julia L. Michalak as member, Urban Forestry Commission, for a term to March 31, 2023.	City Council
	By: Strauss		
10.	Appt 01635	Reappointment of Blake Voorhees as member, Urban Forestry Commission, for a term to March 31, 2023.	City Council
	By: Strauss		
11.	Appt 01636	Appointment of Matt Fujimoto as member, International Special Review District Board, for a term to December 31, 2021.	City Council
	By: Strauss		
12.	Appt 01637	Appointment of Tanya C. Woo as member, International Special Review District Board, for a term to November 30, 2020.	City Council
	By: Morales		
13.	CB 119884	AN ORDINANCE relating to the SODO Parking and Business Improvement Area; modifying the 2021 assessment values update; and amending Ordinance 125678.	Community Economic Development Committee
	By: Morales		
14.	CB 119887	AN ORDINANCE relating to community involvement in the oversight of the Equitable Development Initiative; establishing a permanent Equitable Development Initiative Advisory Board; and adding new Sections 3.14.994, 3.14.995, 3.14.996, 3.14.997, and 3.14.998 to the Seattle Municipal Code.	Community Economic Development Committee

By: Morales

15. Appt 01615 — Appointment of DeAunte Damper as member, Seattle LGBTQ Commission, for a term to April 30, 2021. — Community Economic Development Committee

By: Morales

16. Appt 01616 — Appointment of Kaitlin Skilton as member, Seattle Commission for People with Disabilities, for a term to October 31, 2020. — Community Economic Development Committee

By: Morales

17. Appt 01619 — Appointment of Harmony Leanna Eichsteadt as member, Seattle Women's Commission, for a term to July 1, 2021. — Community Economic Development Committee

By: Morales

18. Appt 01620 — Appointment of Jennifer Gordon as member, Seattle Women's Commission, for a term to July 1, 2021. — Community Economic Development Committee

By: Morales

19. Appt 01621 — Appointment of Holly Morris Jacobson as member, Seattle Arts Commission, for a term to December 31, 2021. — Community Economic Development Committee

By: Morales

20. Appt 01622 — Appointment of Paula Olivia Nava Madrigal as member, Seattle Music Commission, for a term to August 31, 2021. — Community Economic Development Committee

By: Morales

21. Appt 01623 — Appointment of Judi Rafaela Martinez as member, Seattle Music Commission, for a term to August 31, 2021. — Community Economic Development Committee

By: Morales

22. Appt 01624 — Appointment of Terry D. Morgan as member, Seattle Music Commission, for a term to August 31, 2021. — Community Economic Development Committee

By: Morales

23. Appt 01625 — Appointment of Ryan Baldwin as member, Seattle Human Rights Commission, for a term to January 22, 2021. — Community Economic Development Committee

By: Morales

24. Appt 01626 — Appointment of Star Farnaz Dormanesh as member, Seattle Human Rights Commission, for a term to July 22, 2021. — Community Economic Development Committee

By: Morales

25. Appt 01630 — Appointment of Marcia Wright-Soika as member, Seattle Women's Commission, for a term to July 1, 2021. — Community Economic Development Committee

By: Morales

26. Appt 01631 — Reappointment of Rhonda Carter as member, Seattle Women's Commission, for a term to July 1, 2021. — Community Economic Development Committee

By: Morales

27. Appt 01632 — Reappointment of Zoe True as member, Seattle Women's Commission, for a term to July 1, 2021. — Community Economic Development Committee

By: Mosqueda

28. CB 119886 — AN ORDINANCE relating to the transfer of City property located at 722 18th Avenue, Seattle, Washington; authorizing the conveyance of the property to Byrd Barr Place, a Washington non-profit corporation, consistent with the intent of Resolution 31856 and to provide for the continued delivery of social services; making findings of fact about the consideration for the transfer; authorizing acceptance of a negative easement restricting future development of the property; superseding Resolution 31837 for the purposes of this ordinance; and authorizing the Director of the Department of Finance and Administrative Services or designee to execute and deliver documents necessary to carry out the conveyance of such property on the terms and conditions of this ordinance. — Finance and Housing Committee

By: Mosqueda

29. CB 119890 — AN ORDINANCE relating to the transfer of City real property for housing development; transferring the jurisdiction of a 1-foot strip of the property from the Office of Housing to the Department of Transportation for right-of-way purposes; — Finance and Housing Committee

declaring the remaining property located at 7750 28th Avenue NW ("Loyal Heights Property") surplus to the City's needs; authorizing transfer of the Loyal Heights Property to Habitat for Humanity or its designee; authorizing the Director of the Office of Housing or the Director's designee to execute and deliver a contract for transfer of land, deed, and related documents; and ratifying and confirming certain prior acts.

By: Pedersen

30. CB 119883

AN ORDINANCE amending Ordinance 126000, which adopted the 2020 Budget, including the 2020-2025 Capital Improvement Program (CIP); revising project allocations for the Madison BRT - RapidRide G Line project and certain other projects in Ordinance 126000 into the 2020-2025 Adopted CIP; and ratifying and confirming certain prior acts.

Transportation and Utilities Committee

By: Pedersen

31. CB 119885

AN ORDINANCE relating to the City Light Department; amending Section 21.49.084 of the Seattle Municipal Code to enable a broader suite of voluntary renewable energy program options to City Light customers.

Transportation and Utilities Committee

File #: CB 119880, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of August 31, 2020 through September 4, 2020 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of $21,972,839.23 on PeopleSoft 9.2 mechanical warrants numbered 4100370940- 4100373266 plus manual or cancellation issues for claims, E-Payables of $89,195.56 on PeopleSoft 9.2 9100007171 - 9100007233 and Electronic Financial Transactions (EFT) in the amount of $116,429,028.14 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Payment of the sum of $50,359,505.97 on City General Salary Fund mechanical warrants numbered 51338051- 51338235 plus manual warrants, agencies warrants, and direct deposits numbered 370001 - 372696 representing Gross Payrolls for payroll ending date September 1, 2020 as detailed in the Payroll Summary Report for claims against the City which were audited by the Auditing Committee and reported by said committee to the City Council September 10, 2020 consistent with appropriations heretofore made for such purpose from the appropriate Funds, is hereby approved.

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by

Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 14th day of September 2020, and signed by me in open session in authentication of its passage this 14th day of September 2020.

_____

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

_____

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

File #: CB 119869, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to violations of civil emergency orders; amending Section 10.02.110 of the Seattle Municipal Code to establish enforcement actions for violations of civil emergency orders; adding a new Section 10.02.120 to the Seattle Municipal Code to establish a severability clause to Chapter 10.02; repealing Chapter 12A.26 of the Seattle Municipal Code to consolidate provisions related to civil emergency orders; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

WHEREAS, the new coronavirus 19 (COVID-19) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization as a worldwide pandemic; and

WHEREAS, on February 29, 2020, Governor Jay Inslee proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 3, 2020, the Mayor Jenny Durkan (Mayor) proclaimed a civil emergency in response to new cases of COVID-19, authorizing the Mayor to exercise the emergency powers necessary to prevent death or injury of person and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering; and

WHEREAS, the Mayor has since issued seven civil emergency orders relating to the COVID-19 civil emergency; and

WHEREAS, on April 27, 2020, the City Council (Council) adopted a modified civil emergency order issued by the Mayor on April 24, 2020 that made it unlawful for third-party, app-based food delivery platforms to

charge restaurants a commission fee per online, delivery or pick-up order that totals more than 15 percent of the purchase price of such online order; and

WHEREAS, the sole method for enforcing violations of a civil emergency order, including the civil emergency order capping restaurant delivery and pick-up commission fees, is a criminal penalty that requires a conviction of a third-party, app-based food delivery platform before imposing a fine of not more than $500 or imprisonment for not more than 180 days, or both such fine and imprisonment; and

WHEREAS, Section 10.02.110 of the Seattle Municipal Code authorizing the criminal penalty for violations of a civil emergency order has not been substantively updated since 1973 and does not reflect the current penalties for a misdemeanor; and

WHEREAS, the current penalties for a misdemeanor are a fine of not more than $1,000 or imprisonment for not more than 90 days, or both such fine and imprisonment; and

WHEREAS, a civil infraction is an enforcement tool that is necessary to provide the Mayor with an additional option for responding to violations of civil emergency orders including the civil emergency order capping restaurant delivery and pick-up commission fees; and

WHEREAS, a private right of action is an enforcement tool that is necessary to provide the public with a means for obtaining legal and equitable relief for violations of civil emergency orders including the civil emergency order capping restaurant delivery and pick-up commission fees; and

WHEREAS, The City of Seattle (City) intends to make it clear that failing to comply with a civil emergency order is a significant violation subject to criminal penalties, civil penalties, and/or a private right of action; and

WHEREAS, establishing enforcement actions for violations of the Mayor's civil emergency orders is a subject of vital and imminent concern to the people of this City during the COVID-19 emergency and requires appropriate action by the City Council; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council (Council) finds and declares that:

A. In the exercise of The City of Seattle's (City's) police powers, the City is granted authority to pass regulations designed to protect and enhance the health, safety, environment, and general welfare of the people.

B. Under the Charter of the City of Seattle, Article V, Section 2 and Seattle Municipal Code (SMC) Chapter 10.02, the Mayor is authorized to proclaim a civil emergency and perform such other duties and exercise such other authority as may be prescribed by law.

C. Under SMC Chapter 10.02, the Mayor is authorized to proclaim certain orders during the existence of a civil emergency. Currently, the sole enforcement action for violations of a Mayor's civil emergency order is a criminal penalty that may result in a fine or imprisonment, or both.

D. This legislation protects and enhances the health, safety, environment, and general welfare of the people during the new coronavirus 19 (COVID-19) emergency by authorizing additional enforcement actions for responding to violations of the Mayor's civil emergency orders.

E. On January 30, 2020, the World Health Organization (WHO) declared that COVID-19 constituted a Public Health Emergency of International Concern.

F. On February 29, 2020, Washington Governor Jay Inslee proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak.

G. On March 3, 2020, Mayor Jenny Durkan proclaimed a civil emergency in response to new cases of COVID-19, authorizing the Mayor to exercise the emergency powers necessary to take extraordinary measures to prevent death or injury of persons and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering.

H. On March 16, 2020, Washington Governor Jay Inslee and the Public Health - Seattle & King County Local Health Officer issued parallel orders temporarily shutting down restaurants, bars, and other entertainment and food establishments, except for take-out food.

I. On March 23, 2020, Washington Governor Jay Inslee issued a "Stay Home - Stay Healthy" proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes through April 6, 2020. In addition to healthcare, public health and emergency services, the "Stay Home - Stay Healthy" proclamation identified delivery network companies, such as third-party, app-based food delivery platforms, and restaurant carry-out and quick serve food operations as essential business sectors critical to protecting the health and well-being of all Washingtonians and designated their workers as essential critical infrastructure workers.

J. On April 2, 2020, Washington Governor Jay Inslee extended the "Stay Home - Stay Healthy" proclamation through May 4, 2020.

K. On April 27, 2020, the Council adopted a modified civil emergency order issued by Mayor Jenny Durkan on April 24, 2020 that capped restaurant delivery and pick-up fees. This civil emergency order made it unlawful for a third-party, app-based food delivery platform to charge a restaurant a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15 percent of the purchase price of such online order until restaurants are allowed to offer unrestricted dine-in service and the Governor's "Stay Home - Stay Healthy" Proclamation is rescinded, or the Mayor's proclamation of civil emergency dated March 3, 2020 is rescinded, whichever proclamation is rescinded later.

L. On May 1, 2020, Washington Governor Jay Inslee extended the "Stay Home - Stay Healthy" proclamation through May 31, 2020 in recognition that the worldwide COVID-19 pandemic and its progression in Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remain a public disaster affecting life, health, property or the public peace.

M. On May 4, 2020, Washington Governor Jay Inslee announced a "Safe Start" plan that reopens Washington's economy in phases and has restrictions on the seating capacity of restaurants during three of the four phases and physical distancing for high-risk populations and worksites during all four phases.

N. On June 19, 2020, Washington State Secretary of Health John Wiesman approved King County to move to Phase 2 of the "Safe Start" plan. Under Phase 2, restaurants must comply with health and safety requirements that include limiting guest occupancy to 50 percent or less of the maximum building occupancy, limiting table size to five guests or fewer, and prohibiting bar seating.

O. On July 23, Governor Jay Inslee and Washington State Secretary of Health John Wiesman announced changes to the "Safe Start" plan to slow COVID-19 exposure, including a new requirement that restaurants limit indoor parties to members of the same household. The announcement also confirmed that takeaway remains available for small parties from different households.

P. As of August 10, 2020, the WHO Situation Report reported a global total of 19,718,030 cases of COVID-19, including 728,013 deaths; the Washington State Department of Health and Johns Hopkins University reported 63,072 cases of COVID-19, including 1,688 deaths in Washington State; and Public Health - Seattle & King County reported 16,601 cases of COVID-19, including 674 deaths, in King County.

Q. Seattle has over 4,000 active business licenses for restaurants, caterers, and other businesses in the food industry.

R. The 2016 Annual Survey of Entrepreneurs estimates that nearly 48 percent of the firms in the accommodation and food services industry in the Seattle-Tacoma-Bellevue Metropolitan area are owned by Black, Indigenous, and People of Color.

S. During the COVID-19 emergency, restaurants providing delivery and take-out options are increasing the public's accessibility to food and supporting community efforts to engage in physical distancing measures that mitigate the spread of the virus. However, the economic disruptions caused by COVID-19 have placed a sudden and severe financial strain on many restaurants and has increased the likelihood of such restaurants struggling to meet existing financial commitments and remain open during the COVID-19 crisis.

T. It is critical for restaurants to stay open and it is in the public's interest to maximize restaurant revenue from delivery and pick-up orders to enable these businesses to survive the impacts of the COVID-19

emergency and continue supporting a diverse workforce and contributing to the vitality of the community.

U. Many consumers are eager to support local restaurants and use third-party, app-based food delivery services to place restaurant orders, and these third-party, app-based food delivery platforms charge delivery and pick-up commission fees to restaurants based on the purchase price of these orders.

V. Compliance with the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees accomplishes the fundamental governmental purpose of easing the financial burden on struggling restaurants during this public health emergency while not unduly burdening third-party, app-based food delivery platforms.

W. Restaurants have reported violations of the Mayor's civil emergency order, but enforcement is limited when the sole consequence for violations is a criminal penalty.

X. Establishing authority to impose civil enforcement actions for violations of a civil emergency order, such as a civil infraction or a private right of action, provides options for more efficient and/or accessible enforcement methods.

Y. Legislation authorizing a civil infraction and private right of action for violations of civil emergency orders is immediately necessary to provide a legal basis for amending the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees to include civil enforcement options, thereby providing the Mayor and the public with critical tools for initiating enforcement of an order that eases the financial burden on struggling restaurants during the COVID-19 public health emergency.

Section 2. Section 10.02.110 of the Seattle Municipal Code, last amended by Ordinance 124849, is amended as follows:

10.02.110 Violation - Penalty

((~~It is unlawful for anyone to fail or refuse to obey an order proclaimed by the Mayor pursuant to the provisions of this Chapter 10.02. Anyone convicted of a violation of this Section 10.02.110 shall be punishable by a fine of not more than $500 or by imprisonment for not more than 180 days, or both such fine and imprisonment.~~))

A. It is unlawful for any person to fail to comply with an order proclaimed by the Mayor pursuant to the provisions of this Chapter 10.02. For the purposes of this Section 10.02.110, "person" means any individual, partnership, corporation, trust, unincorporated or incorporated association, marital community, joint venture, or other entity or group of persons however organized.

B. Failing to comply with an order constitutes a violation. A violation is subject to one or more of the following enforcement actions as specified in the order:

1. A misdemeanor for knowing violations, subject to the provisions of Chapters 12A.02 and 12A.04.

2. A Class 1 civil infraction under chapter 7.80 RCW, for which the maximum penalty is $250 plus statutory assessments.

3. A civil action, in a court of competent jurisdiction against the person violating an order, brought by any person or class of persons that suffers injury as a result of a violation of an order. Upon prevailing, the person or class of persons that brought the action may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation.

Section 3. A new Section 10.02.120 is added to the Seattle Municipal Code as follows:

10.02.120 Severability

The provisions of this Chapter 10.02 are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 10.02, or the application thereof to any hiring entity, gig worker, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Chapter 10.02, or the validity of its application to other persons or circumstances.

Section 4. Chapter 12A.26 of the Seattle Municipal Code, last amended by Ordinance 120606, is repealed:

((~~CHAPTER 12A.26 MAYOR'S EMERGENCY POWERS~~

~~12A.26.040 - Failure to obey.~~

~~A person is guilty of failure to obey the Mayor's emergency order when he or she knowingly violates any order issued under authority of Sections 10.02.010 or 10.02.020.~~))

Section 5. Based on the findings of fact set forth in Section 1 of this ordinance, the Council finds and declares that this ordinance is a public emergency ordinance, which shall take effect immediately and is necessary for the protection of the public health, safety, and welfare.

Section 6. By reason of the findings set out in Section 1, and the emergency that is hereby declared to exist, this ordinance shall become effective immediately upon its passage by a 3/4 vote of the Council and its approval by the Mayor, as provided by Article 4, subsection 1.1 of the Charter of the City.

Passed by a 3/4 vote of all the members of the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

_____

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

_____

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Karina Bull / x6-0078	n/a

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to violations of civil emergency orders; amending Section 10.02.110 of the Seattle Municipal Code to establish enforcement actions for violations of civil emergency orders; adding a new Section 10.02.120 to the Seattle Municipal Code to establish a severability clause to Chapter 10.02; repealing Chapter 12A.26 of the Seattle Municipal Code to consolidate provisions related to civil emergency orders; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Summary and background of the Legislation: Under Chapter 10.02 of the Seattle Municipal Code (SMC), the Mayor is authorized to issue civil emergency orders. Under SMC 10.02.110, the sole method for enforcing violations of a civil emergency order is a criminal penalty that requires a conviction of a misdemeanor before imposing a $500 fine or imprisonment of no more than 180 days of imprisonment, or both such fine and imprisonment.

This legislation would amend SMC 10.02.110 to (1) authorize a Class 1 civil infraction and private right of action as additional options for enforcing violations of a civil emergency order; and (2) establish the current penalties for a misdemeanor.

Class 1 civil infraction
Establishing a civil infraction as enforcement option would provide the Mayor with a civil option for responding to violations of civil emergency orders. Civil infractions would be processed under the procedure established by RCW 7.80 and would subject violators to a maximum penalty of $250 plus statutory assessments. As specified in each civil emergency order, the Department of Finance and Administrative Services (FAS), the Seattle Police Department (SPD), or the City Attorney's Office (CAO) would review reports of noncompliance with an order and issue notices of infractions. The CAO would represent the City at any contested hearing requested by a defendant. The Seattle Municipal Court (Municipal Court) would facilitate a mitigation conference, contested settlement conference or contested hearing before a magistrate.

Private right of action
Establishing a private right of action would provide the public with a civil remedy for violations of civil emergency orders. Upon prevailing, the individual or class bringing the private right of action would be awarded legal or equitable relief, as appropriate to remedy the violation, and reasonable attorney fees.

Criminal Penalties

Updating the criminal penalties in SMC 10.02.110 would subject persons convicted of a misdemeanor to a fine of not more than $1,000 or imprisonment for not more than 90 days, or both such fine and imprisonment. The existing penalties in SMC 10.02.110 have not been updated since 1973 and do not reflect the current penalties for a misdemeanor.

Notably, if passed by Council, the proposed amendments to SMC 10.02.110 would provide a legal basis for amending the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees to include a Class 1 civil infraction and a private right of action as additional enforcement actions.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes __x__ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes __x__ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
The financial impacts of adding civil infractions as an enforcement tool for violations of civil emergency orders would need to be analyzed a case-by-case basis for each order. Generally, implementation of civil infractions would affect up to four departments: FAS, SPD, CAO, and Municipal Court.

If the Mayor's civil emergency order to cap restaurant delivery and pick-up fees is modified to include civil infractions as an enforcement tool, FAS would likely be the sole department to issue notices of infraction. Therefore, the affected departments would include FAS, CAO, and Municipal Court. These departments estimate that enforcing a limited number of civil infractions, such as five cases a month, would not have a financial impact on their resources. If the workload is significantly higher or otherwise exceeds capacity, the City could either (1) require these departments to reprioritize their existing portfolios of work or (2) add resources to support the additional workload during the 2021 budget adoption process.

Is there financial cost or other impacts of *not* implementing the legislation?
There are no financial costs to the City of not implementing the legislation. However, not implementing the legislation would not provide the Mayor and members of the public with additional tools for enforcing violations of civil emergency orders.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
This legislation would not have direct financial impacts on City departments. However, if the Mayor's civil emergency order to cap restaurant delivery and pick-up fees is modified to include civil infractions as an enforcement tool, then FAS, CAO, and Municipal Court would

be affected. These departments estimate that enforcing a limited number of civil infractions would not have a financial impact on department resources.

b. Is a public hearing required for this legislation?
No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No

e. Does this legislation affect a piece of property?
No

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
This legislation would authorize a civil infraction and a private right of action as options for enforcing civil emergency orders. The race and social justice implications of these enforcement tools would need to be analyzed on a case-by-case basis for each civil emergency order.

If the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees is modified to include these enforcement actions, businesses owned by Black, Indigenous, and People of Color, comprising nearly 48 percent of the accommodation and food services businesses in the Seattle-Tacoma-Bellevue Metropolitan area, would have additional tools for responding to violations of the order.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).
No.

List attachments/exhibits below:

File #: Res 31966, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION modifying the City Council's adoption by Resolution 31945 of a modified civil emergency order issued by the Mayor on April 24, 2020, relating to capping restaurant delivery and pick-up commission fees.

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high-risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level, requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a statewide state of emergency in response to outbreaks of COVID-19 in Washington; and

WHEREAS, on March 3, 2020, the Mayor Jenny Durkan (Mayor) proclaimed a civil emergency related to the spread of COVID-19, authorizing the Mayor to exercise the emergency powers necessary for the protection of the public peace, safety, and welfare; and

WHEREAS, on March 5, 2020, the Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council's expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Proclamation 20-25, Stay Home - Stay Healthy, prohibiting all people in Washington State from leaving their homes or participating in social, spiritual, or recreational gatherings of any kind regardless of the number of participants, except to conduct or participate in essential activities and/or for employment in essential business services; and

WHEREAS, while restaurants are deemed an essential business, to reduce the spread of the virus and protect

the public health, the Stay Home - Stay Healthy Order prohibited restaurants in Seattle from offering dine-in service, limiting restaurants to delivery and takeout only; and

WHEREAS, the COVID-19 crisis has had a significant impact on the local economy, impacting the retail, restaurant, construction, gig economy, and other industries, and resulting in loss of income for small businesses; and

WHEREAS, a survey conducted in late March by the National Restaurant Association of 5,000 restaurant owners and operators found that: sales were down 47 percent from March 1 to March 22; 54 percent of restaurant owners have switched to take-out or delivery service only; seven in ten operators have had to lay off employees and reduce the number of hours worked, and roughly half anticipate more layoffs and reductions in hours over the next 30 days; three percent of restaurant operators have permanently closed their restaurant; and 11 percent of operators anticipate permanently closing within 30 days; and

WHEREAS, in June 2020, the Washington State Employment Security Department reported, based on a survey by the Bureau of Labor Statistics, that the number of jobs in food services and drinking places decreased by 11,300 from February 2020 to March 2020; and

WHEREAS, as of August 10, 2020, the Washington State Employment Security Department has consistently reported that the accommodation and food services sector is among the sectors experiencing the highest number of initial regular unemployment insurance claims during the COVID-19 emergency; and

WHEREAS, Seattle has over 4,000 active business licenses for restaurants, caterers, and other businesses in the food industry; and

WHEREAS, the 2016 Annual Survey of Entrepreneurs estimates that nearly 48 percent of the firms in the accommodation and food services industry in the Seattle-Tacoma-Bellevue Metropolitan area are owned by Black, Indigenous, and People of Color; and

WHEREAS, the economic disruptions to restaurants caused by COVID-19 have placed a sudden and severe financial strain on many restaurants and will increase the likelihood of restaurants struggling to meet

existing financial commitments and remain open during and after the COVID-19 crisis; and

WHEREAS, many consumers are eager to support local restaurants and use third-party, app-based delivery services to place orders with those restaurants, and these third-party platforms charge delivery service fees to restaurants based on the purchase price; and

WHEREAS, while service agreements between restaurants and third-party delivery service companies vary, all of these agreements include delivery service fees and most agreements include commission fees, sometimes in excess of 30 percent of the purchase price; and

WHEREAS, restaurants, particularly small, family-owned restaurants with few locations, have limited bargaining power to negotiate lower fees with third-party, app-based delivery service companies, due to only a few companies existing in the marketplace to provide such delivery services, and because take-out and delivery can be critical options for keeping businesses in operation during the COVID-19 pandemic; and

WHEREAS, the U.S. Small Business Administration's Paycheck Protection Program (PPP) is an important step to provide relief to the restaurant industry, but as currently designed it does not address the unique and evolving challenges of the restaurant industry and their path to recovery, resulting in a growing number of restaurant owners concluding that the PPP is not going to prevent them from permanently closing operations, underscoring the need for other actions, such as capping restaurant delivery and pick-up commission fees, to provide some financial relief to the industry; and

WHEREAS, capping delivery and pick-up commission fees to a maximum of 15 percent of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service make it feasible for more restaurants to transition to take-out and delivery service, allowing some restaurants that have been closed during the COVID-19 crisis to reopen or to pursue different ways to increase revenue; and

WHEREAS, on April 27, 2020, the City Council (Council) adopted a modified civil emergency order issued by

the Mayor on April 24, 2020 that made it unlawful for third-party, app-based food delivery platforms to charge restaurants a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15 percent of the purchase price of such online order; and

WHEREAS, the sole method for enforcing violations of the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees is a criminal penalty that requires a conviction of a third-party, app-based food delivery platform before imposing a fine of not more than $500 fine or imprisonment for not more than 180 days, or both such fine and imprisonment; and

WHEREAS, Section 10.02.110 of the Seattle Municipal Code authorizing the criminal penalty for a violation of a Mayor's civil emergency order has not been substantively updated since 1973 and does not reflect the current penalties for a misdemeanor; and

WHEREAS, the current penalties for a misdemeanor are a fine of not more than $1,000 or imprisonment for not more than 90 days, or both such fine and imprisonment; and

WHEREAS, a civil infraction is an enforcement tool that is necessary to provide the Mayor with an additional option for responding to violations of civil emergency orders including the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees; and

WHEREAS, a private right of action is an enforcement tool that is necessary to provide the public with a means for obtaining legal and equitable relief for violations of civil emergency orders including the Mayor's civil emergency order capping restaurant delivery and pick-up commission fees; and

WHEREAS, The City of Seattle (City) intends to make it clear that failing to comply with civil emergency orders is a significant violation subject to criminal penalties, civil penalties, and/or a private right of action; and

WHEREAS, establishing enforcement actions for violations of the Mayor's civil emergency orders is a subject of vital and imminent concern to the people of this City and requires appropriate action by the City Council; and

WHEREAS, Seattle Municipal Code subsection 10.02.020.B provides that the Seattle City Council can either ratify and confirm, modify, or reject such an emergency order; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:

Section 1. The Civil Emergency Order relating to restaurant delivery and pick-up commission fees, issued by Mayor Jenny A. Durkan on April 24, 2020 and adopted as modified by the Council on April 27, 2020 by Resolution 31945, is modified to: reflect the current criminal penalties for a misdemeanor; and add a class 1 civil infraction and a private right of action as civil enforcement actions, as shown in Exhibit C to this resolution, provided these enforcement actions are available under, and the misdemeanor penalty is amended by, the ordinance introduced as Council Bill 119869.

Adopted by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its adoption this _____ day of _____, 2020.

_____

President _____ of the City Council

Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Exhibit A - Emergency Order Issued April 24, 2020
Exhibit B - Modified Emergency Order Adopted April 27, 2020
Exhibit C - Modified Emergency Order

CIVIL EMERGENCY ORDER

CITY OF SEATTLE

RESTRICTING RESTAURANT DELIVERY AND PICK-UP COMMISSION FEES

WHEREAS, in my capacity as Mayor, I proclaimed a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, the civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to: the Charter of the City of Seattle, Article V, Section 2; Seattle Municipal Code (SMC) Chapter 10.02; and chapter 38.52 RCW; and

WHEREAS, the facts stated in that proclamation continue to exist, as well as the following additional facts:

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, as of April 23, 2020, Public Health – Seattle & King County announced a total of 5,427 cases of COVID-19 in King County residents, including 379 deaths; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, on March 16, 2020, the Governor of Washington state and the Public Health – Seattle & King County Local Health Officer issued parallel orders temporarily shutting down restaurants, bars, and other entertainment and food establishments, with the exception of take-out food and essential businesses such as groceries, pharmacies and convenience stores among others; and

WHEREAS, on March 23, 2020, the Governor of Washington state issued a proclamation to "Stay Home – Stay Healthy" ordering all people from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and closing all non-essential businesses in Washington state; and

WHEREAS, in addition to healthcare, public health, emergency services, the Governor's "Stay Home – Stay Healthy" proclamation identifies food sectors as essential businesses, services and their employees as essential workers; and

WHEREAS, during the COVID-19 pandemic, it is critical that restaurants stay open because they are performing essential functions, along with grocery stores and other food services, to provide the public with access to food; and

WHEREAS, the social distancing measures required to mitigate the spread of the COVID-19 virus means that delivery and take-out options from restaurants are critical to the public's accessibility of food and addressing any community food insecurity; and

WHEREAS, the virus spreads from person to person contact, so to reduce the spread of the virus and protect public health, the Governor's "Stay Home – Stay Healthy" proclamation prohibits restaurants in Seattle from offering dine-in service, limiting restaurants to drive-through, take-out or delivery options only; and

WHEREAS, the COVID-19 pandemic has had a significant impact on the local economy impacting the restaurant, food service and other related industries resulting in economic hardship for business owners due to loss of business income, layoffs, and reduced work hours for a significant percentage of this workforce; and

WHEREAS, restricting restaurants to take-out and delivery service places a sudden and severe financial strain on many restaurants, particularly those that are small, independently-owned or minority-owned businesses that already operate on thin margins, adding to financial pressures in the industry that predate the current public health crisis; and

WHEREAS, it is in the public interest to take action to maximize restaurant revenue from delivery and pick-up orders that are a lifeline and currently the sole source of revenue for Seattle's restaurant industry to enable these businesses to survive the impacts of the COVID-19 pandemic and continue supporting a diverse workforce and contributing to the vitality of Seattle communities; and

WHEREAS, many consumers are eager to support local restaurants and use third-party, app-based delivery platforms to place orders with those restaurants, and these third-party platforms charge commission fees to restaurants based on the purchase price; and

WHEREAS, while each service agreement between restaurants and third-party delivery platforms vary, all these agreements include delivery commission fees that can include agreements with commission fees of up to 30% or more of the purchase price; and

WHEREAS, restaurants, and particularly small family-owned restaurants with few locations, have limited bargaining power to negotiate lower commission fees with third-party, app-based delivery platforms due to only a few companies in the marketplace to provide such delivery services, and face dire financial circumstances during this COVID-19 pandemic because take-out and delivery are the only options to keep the business in operation; and

WHEREAS, capping the commission fee to a maximum of 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service will accomplish the fundamental government purpose of easing the financial burden on struggling restaurants during this public health emergency while not unduly burdening third-party, app-based delivery platforms; and

WHEREAS, this public health emergency has resulted in a significant number of employment layoffs, reduced work schedules, and record-breaking unemployment claims of almost half a million (485,000) in the state, including 135,000 unemployment claims in King County alone; and

WHEREAS, the premise of Paycheck Protection Program (PPP) is an important step to provide relief to the restaurant industry but as currently designed it does not address the unique and evolving challenges of the restaurant industry and their path to recovery, resulting in a growing number of restaurant owners concluding that the PPP is not going to prevent them from permanently closing operations, underscoring the need for other actions, such as capping restaurant delivery and pick-up commission fees, to provide some financial relief to the industry; and

WHEREAS, during this time of local economic shutdown and uncertainty caused by the COVID-19 pandemic, many vulnerable workers have found work opportunities as delivery drivers for these third-party delivery platforms to financially support themselves and their families; and

WHEREAS, third-party, app-based delivery platforms will further undermine already vulnerable workers if the companies reduce compensation rates to these delivery drivers as a result of this Emergency Order capping delivery commission fees; and

WHEREAS, the Charter of the City of Seattle, Article V, Section 2, gives the Mayor authority to protect and maintain public peace and order in the city under a declared civil emergency and perform such other duties and exercise such other authority as may be prescribed by law; and

WHEREAS, SMC 10.02.020.A.15 authorizes the Mayor to make and proclaim an order that she believes is imminently necessary for the protection of life and property; and

WHEREAS, pursuant to SMC 10.02.025, this order is based on the facts described above; the Mayor believes it is in the best interest of public safety, rescue and recovery efforts, and the protection of property that the exercise of certain rights be temporarily limited; and the conditions of this order are designed to provide the least necessary restriction on those rights; NOW, THEREFORE,

BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SEATTLE THAT:

I, **JENNY A. DURKAN**, MAYOR OF THE CITY OF SEATTLE, ACTING UNDER THE AUTHORITY OF SEATTLE MUNICIPAL CODE SECTIONS 10.02.020.A.15 AND 10.02.025, AND MY MAYORAL PROCLAMATION OF CIVIL EMERGENCY, DATED MARCH 3, 2020, HEREBY ORDER:

SECTION 1:

A. Effective immediately, it shall be unlawful for a third-party, app-based food delivery platform to charge a restaurant a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15% of the purchase price of such online order until restaurants are allowed to offer unrestricted dine-in service and the Governor's Stay Home - Stay Healthy

Proclamation (20-25.1 amending 20.25) is rescinded or the Mayoral Proclamation of Civil Emergency dated March 3, 2020 is rescinded, whichever proclamation is rescinded later.

B. It shall be unlawful for a third-party, app-based food delivery platform to reduce the compensation rates paid to the delivery service driver, or garnish gratuities, as a result of this order going into effect during the duration of this order.

C. For purposes of this order, "restaurant" means a business in which food and/or beverage preparation and service is provided for individual consumption either on- or off-premise, and in which any service of alcoholic beverages is accessory to the service of food, based on the definition in SMC 23.84A.010.

D. For purposes of this order, "third-party, app-based food delivery platform" means any website, mobile application, or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pick-up of food and beverages from a food service establishment.

E. For the purposes of this order, "online order" means an order placed through a platform provided by a third-party app-based food delivery platform for delivery within Seattle.

F. For purposes of this order, "purchase price" means the menu price of an online order. Such term excludes taxes, gratuities, and any other fees that may make up the total cost to the customer of an online order.

SECTION 2:

A. All mayoral proclamations and orders presently in effect shall remain in full force and effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this order, then the provisions of this order shall control.

B. Any person found to have knowingly violated this Civil Emergency Order is guilty of Failure to Obey the Mayor's Emergency Order, and upon conviction may be punished by a fine of not more than $500 or by imprisonment for not more than 180 days or both such fine and imprisonment. SMC 10.02.110; 12A.26.040.

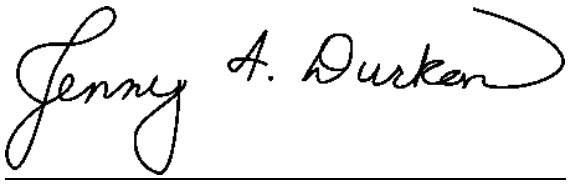
SECTION 3:

A copy of this Civil Emergency Order shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Civil Emergency Order shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Civil Emergency Order to the public, as many other available means as may be practical shall be used, including but not limited to posting on public facilities and public address systems pursuant to SMC 10.02.100.

SECTION 4:

This Civil Emergency Order shall immediately, or as soon as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification or rejection, and if rejected this Civil Emergency Order shall be void. The City Council shall consider the statements set forth in Section 10.02.025 and may, by resolution, modify or reject the order. If the Council modifies or rejects the order, such modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order, as set forth in Seattle Municipal Code subsection 10.02.020.B.

DATED this 24th day of April, 2020, at 3:10pm.



JENNY A. DURKAN
MAYOR OF THE CITY OF SEATTLE

CIVIL EMERGENCY ORDER

CITY OF SEATTLE

RESTRICTING RESTAURANT DELIVERY AND PICK-UP COMMISSION FEES

WHEREAS, in my capacity as Mayor, I proclaimed a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, the civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to: the Charter of the City of Seattle, Article V, Section 2; Seattle Municipal Code (SMC) Chapter 10.02; and chapter 38.52 RCW; and

WHEREAS, the facts stated in that proclamation continue to exist, as well as the following additional facts:

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, as of April 23, 2020, Public Health – Seattle & King County announced a total of 5,427 cases of COVID-19 in King County residents, including 379 deaths; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, on March 16, 2020, the Governor of Washington state and the Public Health – Seattle & King County Local Health Officer issued parallel orders temporarily shutting down restaurants, bars, and other entertainment and food establishments, with the exception of take-out food and essential businesses such as groceries, pharmacies and convenience stores among others; and

WHEREAS, on March 23, 2020, the Governor of Washington state issued a proclamation to "Stay Home – Stay Healthy" ordering all people from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and closing all non-essential businesses in Washington state; and

WHEREAS, in addition to healthcare, public health, emergency services, the Governor's "Stay Home – Stay Healthy" proclamation identifies food sectors as essential businesses, services and their employees as essential workers; and

WHEREAS, during the COVID-19 pandemic, it is critical that restaurants stay open because they are performing essential functions, along with grocery stores and other food services, to provide the public with access to food; and

WHEREAS, the social distancing measures required to mitigate the spread of the COVID-19 virus means that delivery and take-out options from restaurants are critical to the public's accessibility of food and addressing any community food insecurity; and

WHEREAS, the virus spreads from person to person contact, so to reduce the spread of the virus and protect public health, the Governor's "Stay Home – Stay Healthy" proclamation prohibits restaurants in Seattle from offering dine-in service, limiting restaurants to drive-through, take-out or delivery options only; and

WHEREAS, the COVID-19 pandemic has had a significant impact on the local economy impacting the restaurant, food service and other related industries resulting in economic hardship for business owners due to loss of business income, layoffs, and reduced work hours for a significant percentage of this workforce; and

WHEREAS, restricting restaurants to take-out and delivery service places a sudden and severe financial strain on many restaurants, particularly those that are small, independently-owned or minority-owned businesses that already operate on thin margins, adding to financial pressures in the industry that predate the current public health crisis; and

WHEREAS, it is in the public interest to take action to maximize restaurant revenue from delivery and pick-up orders that are a lifeline and currently the sole source of revenue for Seattle's restaurant industry to enable these businesses to survive the impacts of the COVID-19 pandemic and continue supporting a diverse workforce and contributing to the vitality of Seattle communities; and

WHEREAS, many consumers are eager to support local restaurants and use third-party, app-based delivery platforms to place orders with those restaurants, and these third-party platforms charge commission fees to restaurants based on the purchase price; and

WHEREAS, while each service agreement between restaurants and third-party delivery platforms vary, all these agreements include delivery commission fees that can include agreements with commission fees of up to 30% or more of the purchase price; and

WHEREAS, restaurants, and particularly small family-owned restaurants with few locations, have limited bargaining power to negotiate lower commission fees with third-party, app-based delivery platforms due to only a few companies in the marketplace to provide such delivery services, and face dire financial circumstances during this COVID-19 pandemic because take-out and delivery are the only options to keep the business in operation; and

WHEREAS, capping the commission fee to a maximum of 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service will accomplish the fundamental government purpose of easing the financial burden on struggling restaurants during this public health emergency while not unduly burdening third-party, app-based delivery platforms; and

WHEREAS, this public health emergency has resulted in a significant number of employment layoffs, reduced work schedules, and record-breaking unemployment claims of almost half a million (485,000) in the state, including 135,000 unemployment claims in King County alone; and

WHEREAS, the premise of Paycheck Protection Program (PPP) is an important step to provide relief to the restaurant industry but as currently designed it does not address the unique and evolving challenges of the restaurant industry and their path to recovery, resulting in a growing number of restaurant owners concluding that the PPP is not going to prevent them from permanently closing operations, underscoring the need for other actions, such as capping restaurant delivery and pick-up commission fees, to provide some financial relief to the industry; and

WHEREAS, capping delivery and pick-up commission fees to a maximum of 15 percent of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service will make it feasible for more restaurants to transition to take-out and delivery service, allowing some restaurants that have been closed during the COVID-19 crisis to reopen; and

WHEREAS, during this time of local economic shutdown and uncertainty caused by the COVID-19 pandemic, many vulnerable workers have found work opportunities as delivery drivers for these third-party delivery platforms to financially support themselves and their families; and

WHEREAS, third-party, app-based delivery platforms will further undermine already vulnerable workers if the companies reduce compensation rates to these delivery drivers as a result of this Emergency Order capping delivery commission fees; and

WHEREAS, the Charter of the City of Seattle, Article V, Section 2, gives the Mayor authority to protect and maintain public peace and order in the city under a declared civil emergency and perform such other duties and exercise such other authority as may be prescribed by law; and

WHEREAS, SMC 10.02.020.A.15 authorizes the Mayor to make and proclaim an order that she believes is imminently necessary for the protection of life and property; and

WHEREAS, pursuant to SMC 10.02.025, this order is based on the facts described above; the Mayor believes it is in the best interest of public safety, rescue and recovery efforts, and the protection of property that the exercise of certain rights be temporarily limited; and the conditions of this order are designed to provide the least necessary restriction on those rights; NOW, THEREFORE,

BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SEATTLE THAT:

I, **JENNY A. DURKAN**, MAYOR OF THE CITY OF SEATTLE, ACTING UNDER THE AUTHORITY OF SEATTLE MUNICIPAL CODE SECTIONS 10.02.020.A.15 AND 10.02.025, AND MY MAYORAL PROCLAMATION OF CIVIL EMERGENCY, DATED MARCH 3, 2020, HEREBY ORDER:

SECTION 1:

A. Effective immediately, it shall be unlawful for a third-party, app-based food delivery platform to charge a restaurant a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15% of the purchase price of such online order until restaurants are allowed to offer unrestricted dine-in service and the Governor's Stay Home - Stay Healthy Proclamation (20-25.1 amending 20.25) is rescinded or the Mayoral Proclamation of Civil Emergency dated March 3, 2020 is rescinded, whichever proclamation is rescinded later.

B. It shall be unlawful for a third-party, app-based food delivery platform to reduce the compensation rates paid to the delivery service driver, or garnish gratuities, as a result of this order going into effect during the duration of this order.

C. It shall be unlawful for a third-party, app-based food delivery platform to reduce or otherwise modify the areas of the City that are served by the platform, as a result of this order going into effect during the duration of this order.

~~C~~ D. For purposes of this order, "restaurant" means a business in which food and/or beverage preparation and service is provided for individual consumption either on- or off-premise, and in which any service of alcoholic beverages is accessory to the service of food, based on the definition in SMC 23.84A.010.

~~D~~E. For purposes of this order, "third-party, app-based food delivery platform" means any website, mobile application, or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pick-up of food and beverages from a food service establishment.

~~E~~ F. For the purposes of this order, "online order" means an order placed through a platform provided by a third-party app-based food delivery platform for delivery within Seattle.

~~F~~ G. For purposes of this order, "purchase price" means the menu price of an online order. Such term excludes taxes, gratuities, and any other fees that may make up the total cost to the customer of an online order.

SECTION 2:

A. All mayoral proclamations and orders presently in effect shall remain in full force and effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this order, then the provisions of this order shall control.

B. Any person found to have knowingly violated this Civil Emergency Order is guilty of Failure to Obey the Mayor's Emergency Order, and upon conviction may be punished by a fine of not more than $500 or by imprisonment for not more than 180 days or both such fine and imprisonment. SMC 10.02.110; 12A.26.040.

SECTION 3:

A copy of this Civil Emergency Order shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Civil Emergency Order shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Civil Emergency Order to the public, as many other available means as may be practical shall be used, including but not limited to posting on public facilities and public address systems pursuant to SMC 10.02.100.

SECTION 4:

This Civil Emergency Order shall immediately, or as soon as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification or rejection, and if rejected this Civil Emergency Order shall be void. The City Council shall consider the statements set forth in Section 10.02.025 and may, by resolution, modify or reject the order. If the Council modifies or rejects the order, such modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order, as set forth in Seattle Municipal Code subsection 10.02.020.B.

DATED this 24th day of April, 2020, at 3:10pm.

_____

JENNY A. DURKAN
MAYOR OF THE CITY OF SEATTLE

CIVIL EMERGENCY ORDER

CITY OF SEATTLE

RESTRICTING RESTAURANT DELIVERY AND PICK-UP COMMISSION FEES

WHEREAS, in my capacity as Mayor, I proclaimed a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, the civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to: the Charter of the City of Seattle, Article V, Section 2; Seattle Municipal Code (SMC) Chapter 10.02; and chapter 38.52 RCW; and

WHEREAS, the facts stated in that proclamation continue to exist, as well as the following additional facts:

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, as of April 23, 2020, Public Health – Seattle & King County announced a total of 5,427 cases of COVID-19 in King County residents, including 379 deaths; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, on March 16, 2020, the Governor of Washington state and the Public Health – Seattle & King County Local Health Officer issued parallel orders temporarily shutting down restaurants, bars, and other entertainment and food establishments, with the exception of take-out food and essential businesses such as groceries, pharmacies and convenience stores among others; and

WHEREAS, on March 23, 2020, the Governor of Washington state issued a proclamation to "Stay Home – Stay Healthy" ordering all people from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and closing all non-essential businesses in Washington state; and

WHEREAS, in addition to healthcare, public health, emergency services, the Governor's "Stay Home – Stay Healthy" proclamation identifies food sectors as essential businesses, services and their employees as essential workers; and

WHEREAS, during the COVID-19 pandemic, it is critical that restaurants stay open because they are performing essential functions, along with grocery stores and other food services, to provide the public with access to food; and

WHEREAS, the social distancing measures required to mitigate the spread of the COVID-19 virus means that delivery and take-out options from restaurants are critical to the public's accessibility of food and addressing any community food insecurity; and

WHEREAS, the virus spreads from person to person contact, so to reduce the spread of the virus and protect public health, the Governor's "Stay Home – Stay Healthy" proclamation prohibits restaurants in Seattle from offering dine-in service, limiting restaurants to drive-through, take-out or delivery options only; and

WHEREAS, the COVID-19 pandemic has had a significant impact on the local economy impacting the restaurant, food service and other related industries resulting in economic hardship for business owners due to loss of business income, layoffs, and reduced work hours for a significant percentage of this workforce; and

WHEREAS, restricting restaurants to take-out and delivery service places a sudden and severe financial strain on many restaurants, particularly those that are small, independently-owned or minority-owned businesses that already operate on thin margins, adding to financial pressures in the industry that predate the current public health crisis; and

WHEREAS, it is in the public interest to take action to maximize restaurant revenue from delivery and pick-up orders that are a lifeline and currently the sole source of revenue for Seattle's restaurant industry to enable these businesses to survive the impacts of the COVID-19 pandemic and continue supporting a diverse workforce and contributing to the vitality of Seattle communities; and

WHEREAS, many consumers are eager to support local restaurants and use third-party, app-based delivery platforms to place orders with those restaurants, and these third-party platforms charge commission fees to restaurants based on the purchase price; and

WHEREAS, while each service agreement between restaurants and third-party delivery platforms vary, all these agreements include delivery commission fees that can include agreements with commission fees of up to 30% or more of the purchase price; and

WHEREAS, restaurants, and particularly small family-owned restaurants with few locations, have limited bargaining power to negotiate lower commission fees with third-party, app-based delivery platforms due to only a few companies in the marketplace to provide such delivery services, and face dire financial circumstances during this COVID-19 pandemic because take-out and delivery are the only options to keep the business in operation; and

WHEREAS, capping the commission fee to a maximum of 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service will accomplish the fundamental government purpose of easing the financial burden on struggling restaurants during this public health emergency while not unduly burdening third-party, app-based delivery platforms; and

WHEREAS, this public health emergency has resulted in a significant number of employment layoffs, reduced work schedules, and record-breaking unemployment claims of almost half a million (485,000) in the state, including 135,000 unemployment claims in King County alone; and

WHEREAS, the premise of Paycheck Protection Program (PPP) is an important step to provide relief to the restaurant industry but as currently designed it does not address the unique and evolving challenges of the restaurant industry and their path to recovery, resulting in a growing number of restaurant owners concluding that the PPP is not going to prevent them from permanently closing operations, underscoring the need for other actions, such as capping restaurant delivery and pick-up commission fees, to provide some financial relief to the industry; and

WHEREAS, capping delivery and pick-up commission fees to a maximum of 15 percent of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service will make it feasible for more restaurants to transition to take-out and delivery service, allowing some restaurants that have been closed during the COVID-19 crisis to reopen; and

WHEREAS, during this time of local economic shutdown and uncertainty caused by the COVID-19 pandemic, many vulnerable workers have found work opportunities as delivery drivers for these third-party delivery platforms to financially support themselves and their families; and

WHEREAS, third-party, app-based delivery platforms will further undermine already vulnerable workers if the companies reduce compensation rates to these delivery drivers as a result of this Emergency Order capping delivery commission fees; and

WHEREAS, the Charter of the City of Seattle, Article V, Section 2, gives the Mayor authority to protect and maintain public peace and order in the city under a declared civil emergency and perform such other duties and exercise such other authority as may be prescribed by law; and

WHEREAS, SMC 10.02.020.A.15 authorizes the Mayor to make and proclaim an order that she believes is imminently necessary for the protection of life and property; and

WHEREAS, pursuant to SMC 10.02.025, this order is based on the facts described above; the Mayor believes it is in the best interest of public safety, rescue and recovery efforts, and the protection of property that the exercise of certain rights be temporarily limited; and the conditions of this order are designed to provide the least necessary restriction on those rights; NOW, THEREFORE,

BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SEATTLE THAT:

I, **JENNY A. DURKAN**, MAYOR OF THE CITY OF SEATTLE, ACTING UNDER THE AUTHORITY OF SEATTLE MUNICIPAL CODE SECTIONS 10.02.020.A.15 AND 10.02.025, AND MY MAYORAL PROCLAMATION OF CIVIL EMERGENCY, DATED MARCH 3, 2020, HEREBY ORDER:

SECTION 1:

A. Effective immediately, it shall be unlawful for a third-party, app-based food delivery platform to charge a restaurant a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15% of the purchase price of such online order until restaurants are allowed to offer unrestricted dine-in service and the Governor's Stay Home - Stay Healthy Proclamation (20-25.1 amending 20.25) is rescinded or the Mayoral Proclamation of Civil Emergency dated March 3, 2020 is rescinded, whichever proclamation is rescinded later.

B. It shall be unlawful for a third-party, app-based food delivery platform to reduce the compensation rates paid to the delivery service driver, or garnish gratuities, as a result of this order going into effect during the duration of this order.

C. It shall be unlawful for a third-party, app-based food delivery platform to reduce or otherwise modify the areas of the City that are served by the platform, as a result of this order going into effect during the duration of this order.

D. For purposes of this order, "restaurant" means a business in which food and/or beverage preparation and service is provided for individual consumption either on- or off-premise, and in which any service of alcoholic beverages is accessory to the service of food, based on the definition in SMC 23.84A.010.

E. For purposes of this order, "third-party, app-based food delivery platform" means any website, mobile application, or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pick-up of food and beverages from a food service establishment.

F. For the purposes of this order, "online order" means an order placed through a platform provided by a third-party app-based food delivery platform for delivery within Seattle.

G. For purposes of this order, "purchase price" means the menu price of an online order. Such term excludes taxes, gratuities, and any other fees that may make up the total cost to the customer of an online order.

SECTION 2:

A. All mayoral proclamations and orders presently in effect shall remain in full force and effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this order, then the provisions of this order shall control.

((~~B. Any person found to have knowingly violated this Civil Emergency Order is guilty of Failure to Obey the Mayor's Emergency Order, and upon conviction may be punished by a fine of not more than $500 or by imprisonment for not more than 180 days or both such fine and imprisonment. SMC 10.02.110; 12A.26.040.~~))

B. It is unlawful for any person to violate this Civil Emergency Order.

1. If Council Bill 119869 becomes an ordinance and is in effect:

a. The first and second violations of this Civil Emergency Order shall be a Class 1 civil infraction under chapter 7.80 RCW, for which the maximum penalty is $250 plus statutory assessments. The civil infraction shall be processed under chapter 7.80 RCW and notices of infraction for such violations may be issued by the Director of Finance and Administrative Services of the City, or the Director's designees. SMC 10.02.110.

b. Each third or subsequent violation of this Civil Emergency Order is a misdemeanor, for which the penalty is a fine of not more $1,000 or imprisonment of not more than 90 days or both such fine and imprisonment. The Director of Finance and Administrative Services of the City, or the Director's designees, may request that the City Attorney prosecute such violations criminally as an alternative to the civil infraction procedure. SMC 10.02.110; 12A.02.070.B.

c. Any person or class of persons that suffers injury as a result of a violation of this Civil Emergency Order may bring a civil action in a court of competent jurisdiction against the person violating this Civil Emergency Order and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation. SMC 10.02.110.

2. If Council Bill 119869 does not become an ordinance and go into effect, any person found to have knowingly violated this Civil Emergency Order is guilty of Failure to Obey the Mayor's Emergency Order, and upon conviction may be punished by a fine of not more than $500 or by imprisonment for not more than 180 days or both such fine and imprisonment. SMC 10.02.110; 12A.26.040.

SECTION 3:

A copy of this Civil Emergency Order shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Civil Emergency Order shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Civil Emergency Order to the public, as many other available means as may be practical shall be used, including but not limited to posting on public facilities and public address systems pursuant to SMC 10.02.100.

SECTION 4:

This Civil Emergency Order shall immediately, or as soon as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification or rejection, and if rejected this Civil Emergency Order shall be void. The City Council shall consider the statements set forth in Section 10.02.025 and may, by resolution, modify or reject the order. If the Council modifies or rejects the order, such modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order, as set forth in Seattle Municipal Code subsection 10.02.020.B.

DATED this 24th day of April, 2020, at 3:10pm.

_____

JENNY A. DURKAN
MAYOR OF THE CITY OF SEATTLE

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Karina Bull / x6-0078	n/a

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: A RESOLUTION modifying the City Council's adoption by Resolution 31945 of a modified civil emergency order issued by the Mayor on April 24, 2020, relating to capping restaurant delivery and pick-up commission fees.

Summary and background of the Legislation: On April 24,2020, the Mayor issued a civil emergency order that made it unlawful for third-party, app-based food delivery platforms to charge restaurants a commission fee per online, delivery or pick-up order for the use of its services that totals more than 15 percent of the purchase price of such online order (See Exhibit A). On April 27, 2020 the City Council (Council) issued a resolution that adopted a modified version of the Mayor's civil emergency order (See Exhibit B).

This resolution would further modify the Mayor's civil emergency order to reflect the current criminal penalties for a misdemeanor; and add a civil infraction and a private right of action as additional enforcement actions, provided these enforcement actions are available under, and the misdemeanor penalty is amended by, the ordinance introduced as Council Bill 119869.

As specified in the modified emergency order (see Exhibit C), the first and second violations of the civil emergency order would be a Class 1 civil infraction, for which the maximum penalty is $250 plus statutory assessments. The civil infractions would be processed under the procedure established by RCW 7.80 and notices of infraction would be issued by the Department of Finance and Administrative Services (FAS). Each third or subsequent violation of the civil emergency order could be prosecuted as a misdemeanor, for which the penalty is a fine of not more than $1,000 and/or imprisonment of not more than 90 days. To prosecute a third or subsequent violation as a misdemeanor, the Director of FAS could request that the City Attorney prosecute such violations criminally as an alternative to the civil infraction procedure.

Violations of the civil emergency order could also be enforced by an individual or class private right of action. Upon prevailing, the individual or class bringing the private right of action could be awarded legal or equitable relief, as appropriate to remedy the violation, and reasonable attorney fees.

These enforcement actions are contingent upon the Council's passage of Council Bill 119869, which proposes to codify a Class 1 civil infraction and private right of action as additional enforcement tools and the current penalties for a misdemeanor. If Council does not pass Council Bill 119869, then the penalties for violations would remain as originally

established in the civil emergency order modified by Council on April 27, 2020. Specifically, the penalties would be a $500 fine and/or imprisonment for not more than 180 days.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes __x__ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes __x__ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
Implementation of the modified emergency order would affect three departments: the Consumer Protection division in FAS, the City Attorney's Office (CAO), and Seattle Municipal Court (Municipal Court). These departments estimate that enforcing a limited number of civil infractions, such as five cases a month, would not have a financial impact on their resources. If the workload is significantly higher or otherwise exceeds capacity, the City could either (1) require these entities to reprioritize their existing portfolios of work or (2) add resources to support the additional workload during the 2021 budget adoption process.

Is there financial cost or other impacts of *not* implementing the legislation?
There are no financial costs to the City of not implementing the resolution. However, not implementing the resolution would not provide the Mayor and members of the public with additional tools for enforcing violations of a civil emergency order that is intended to protect the financial well-being of businesses during the COVID-19 emergency.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
This legislation would affect FAS, CAO, and Municipal Court. These departments estimate that, depending on the volume of civil infractions, enforcing civil infractions would not require additional resources.

b. Is a public hearing required for this legislation?
No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No

e. Does this legislation affect a piece of property?
No

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
The City's Race and Social Justice Initiative is the City's commitment to eliminate racial disparities and achieve racial equity in Seattle. Almost half of firms in the accommodation and food services industry in the Seattle metropolitan area are owned by Black, Indigenous, and People of Color (BIPOC). Modifying the Mayor's civil emergency order capping restaurant delivery and pick-up fees to include civil enforcement actions would provide BIPOC business owners with additional ways to respond to violations of the order and, as penalties have the capacity to deter violations, could encourage greater compliance.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).
Not applicable.

List attachments/exhibits below:

Exhibit A – Emergency Order Issued April 24, 2020
Exhibit B – Modified Emergency Order Adopted April 27, 2020
Exhibit C – Modified Emergency Order

File #: CB 119878, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

WHEREAS, collective bargaining agreements between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 expired on December 31, 2018; and

WHEREAS, employees represented by the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 continued to work on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and

WHEREAS, Ordinance 126012 provided department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement in 2019; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle ("City") to execute a collective bargaining agreement between the City and International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between The City of Seattle and International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79."

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

_____

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

_____

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 - Agreement by and between The City of Seattle and International Association of Machinists and

Aerospace Workers, District Lodge 160, Local 79.

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79

Effective January 1, 2019, through December 31, 2021

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

1.1.1 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.

1.1.2 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 classified service.

1.1.3 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.

1.1.4 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.

1.1.5 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 less than forty (40) hours per week.

1.1.6 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 a temporary assignment defined as one of the following types:

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

B. Interim Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

C. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year; or

D. Less than Half-time Assignment – An assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

E. Term-limited Assignment – An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

1.1.7 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.

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) 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.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

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

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.10.1; A.10.2; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely 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 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City of Seattle 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:

A. 0001st hour through 0520th hour ..... 5% premium pay

B. 0521st hour through 1,040th hour ..... 10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay
(If an employee worked 800 hours
or more in the previous twelve [12] months,
they shall receive twenty percent [20%]
premium pay.)

D. 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.)

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

1.2.2.1 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 1.2.8. 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.

1.2.2.2 The premium pay in Section 1.2.2 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.

1.2.3 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 and dental 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 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 and dental coverage and shall not be able to participate again while employed by the City as temporary. 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.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 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 (1½) 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 (1½) 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.

1.2.5 Benefits–Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her 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.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

B. 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, the employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 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.

D. A temporary employee shall receive two 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.

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

F. 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 them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 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 1.2.2 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 Union, 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 1.2.2 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 1.2.2 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.

1.2.8 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.

1.2.9 The premium pay provisions set forth within Section 1.2.2 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.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular 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 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 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.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary 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. 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.

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

1.2.13 A temporary employee who has worked one thousand forty (1,040) 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.

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

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

1.3 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 upwardly 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 Union 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.

1.4 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 which 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 Summer 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.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective 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 which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a 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 who 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.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

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

3.1.1 The performance of this function is recognized as a service 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.

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

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

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

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

3.3.1 At least five (5) working 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.

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

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

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

employees:

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

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

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

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

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

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

See also Appendix B

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 Effective December 26, 2018, the base wage rates as displayed in Appendix A.1 of this Agreement, will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%..

4.1.2 Effective December 25, 2019, the base wage rates as displayed in Appendix A.1.2 will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.

4.1.3 Effective January 6, 2021, the base wage rates as displayed in Appendix A.1.3 of this Agreement, will be adjusted to reflect any changes negotiated by the Parties as a result of the 2021 Wage Reopener, as provided in Article 4, Section 4.4 of this Agreement.

4.1.4 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.

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

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

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

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

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

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

A. If the overpayment involved only one (1) paycheck;

1. by payroll deductions spread over two (2) pay periods; or
2. by payments from the employee spread over two (2) pay periods.

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

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

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

4.3 Wage Review Committee:

A Wage Review Committee shall be provided by the City to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the City in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

4.4 2021 Wage Reopener:

The City and Union agree that the City may utilize a one-time reopener of Article 4 and Appendix A of this agreement, specifically Section 4.1.3 and the corresponding wage matrix of Appendix A for the purposes of negotiating the annual wage increase proposed to be effective January 6, 2021 of this agreement. Proposed changes submitted by the City or Union shall be submitted in writing with at least thirty (30) days' notice before the effective date of the annual wage increase prescribed in Section 4.1.3 of this agreement.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

> Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of their Labor Agreement; provided however, in the event the employee is called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work ninety (90) minutes or longer at the end of their normal work shift of at least eight (8) hours or work ninety (90) minutes or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.2 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six dollars ($6) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars ($20.00).

5.4.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.

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

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.5.1 Definitions: For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.5.3 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.3 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.1. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

5.9.3 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.

5.9.4 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class employee is paid for work already performed).

5.9.5 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; or, 2) extended industrial or off-the-job injury or disability; or, 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff).

5.9.6 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

5.9.10 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.

5.9.11 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.12 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.13 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

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

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

ARTICLE 6 - HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 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. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 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.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
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

7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee 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.

7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.7 “Service year” is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.9 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.

7.10 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.

7.11 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 for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE AND EMERGENCY LEAVE

8.1 Sick Leave – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1. of this Agreement. Employees 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 to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

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

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.

Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized reason may result in denial of sick leave payment and/or discipline up to and including termination.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article .

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

8.1.6 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay, or when laid off, or on other non-pay status.

B. Off work on a holiday.

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

8.1.7 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.7.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.7.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

8.1.7.3 Claims to Be in 15-minute Increments - Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.7.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and Appendix A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

8.1.6.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement Leave - Regular employees covered by this Agreement, shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative.

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

8.2.2 For purposes of this Section, the term “close relative” shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, an employee’s legal guardian, ward or any person over whom, the employee has legal custody, and the term “relative other than a close relative” shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner or the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, or sister of the spouse or domestic partner of such employee.

8.3 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, any of which necessitates immediate action on the part of the employee:

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

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

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

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

8.4 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.

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

8.5.1 **Contributions from Unused Paid Time off at Retirement**

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

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

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
   1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
   2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
   3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above as of December 31, 2021, do not vote to require VEBA contributions from unused sick leave, members may either:
   1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
   2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

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

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

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

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

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

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 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.

9.1.1 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 or other paid leave 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid 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 9.1.

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

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

9.1.4 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.

9.1.5 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents the employee 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 Department Head 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.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

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

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 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.

10.2.2 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have their name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period
If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 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.

11.1.2 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:

A. Transfer in the same class from one department to another.

B. 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.

C. 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 for 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 11.3.4.

1. 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.

2. 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 11.4.

D. 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.

E. 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 11.1.2.(4) is not practicable.

F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason 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.

11.2.1 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 11.5. 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.

11.3. Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

E. 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 during probation.

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

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

B. 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.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(C). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

11.4.1 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.

11.4.2 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.

11.4.3 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:

A. 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.

B. 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.

C. 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.

D. 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 Article 10, Section 10.4 shall apply.

E. 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 Article 10, Section 10.4 shall apply.

F. 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.

G. 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.

H. 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

A. After completion of the probationary period, service credit shall be given for employment in the same, 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 permanent appointment.

B. 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.

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

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:
   1. Jury Duty;
   2. Disability incurred in line of service;
   3. Illness or disability compensated for under any plan authorized and paid for by the City;
   4. Service as a representative of the Union affecting the welfare of City employees;
   5. 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.

11.5.1 No service credit shall be given:

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

B. For any employment prior to a separation from the Civil Service other than by a resignation which 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.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, 2019, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2020, and 2021, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years 2019, 2020, and 2021, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

12.1.4 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).

12.2 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 follows:

12.2.1 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 employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.1 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City 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 dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth 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.

12.3.1 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 Section 12.3 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.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 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.

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

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

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).

13.2 Effective January 1, 2017, consistent with Ordinance 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.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employee. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.

14.2.1 Skagit Conditions – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.

D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards.

Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Safety Committees - Affected Unions 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.

14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self- development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management and shall not exceed three participants from either side.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance –The City shall pay the amounts in A through C below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2019, one hundred forty-four dollars ($144.00)

B. Effective January 1, 2020, one hundred seventy-five dollars ($175.00).

C. Effective January 1, 2021, two hundred dollars ($200.00).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars ($30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

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

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non- contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

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

14.22.1 Determination as to (1), (2), or (3) above shall be made by the Department Head involved, provided, however, prior to approval by the department head involved to contract out work under (1) and (2) above, the Union shall be notified. The Department Head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

14.23 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. No more than two (2) employees per negotiations session shall be authorized under this provision.

B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.

C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

14.24 Supervisor's Files - 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, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

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

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, 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 a meeting if called to testify.

14.27 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall 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. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 The Union and the City agree to the following:

A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA);

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

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

D. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs

E. A reopener on Seattle Center Parking.

F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.

G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.

H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

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

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

J.1 The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

J.2 The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, and 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.

J.3 The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

J.4 The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

J.5 The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

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

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 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, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

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

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 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.

19.2 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 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written 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.

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

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.

20.5 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.

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

2.6.1 (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.1 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract 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.

20.6.1.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR 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 Union representative 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 the 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 Union representative shall be so informed by the ADR Coordinator.

B. 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.

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.2 (Step 3) If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 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 alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.2.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.3 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

D. Remedy sought.

20.6.3.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

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

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

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 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.

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be withdrawn upon notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

20.9 The parties have agreed, through a Memorandum of Agreement, to adopt the following two 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 20.8.3.

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee 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 to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.1.2 Provided the 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.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 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 action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31,2021. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2021. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of_____, 2020

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

By_____
Directing Business Representative
Machinists District 160/Local 79

By_____
Jenny A. Durkan

By_____
Brandon Hemming
Business Agent Local 79

By_____
Jana Sangy
Director of Labor Relations

APPENDIX "A" to the AGREEMENT

by and between

THE CITY OF SEATTLE

And

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, 2019 through December 31, 2021

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 **Hourly Rates of Pay, Effective December 26, 2018.**

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	42.64	44.05	45.46	47.35				
Hydroelectric Maintenance Machinist Apprentice	32.20	34.09	35.99	37.88	39.77	41.67	43.56	45.46
Hydroelectric Maintenance Machinist Crew Chief	51.10	52.73	54.93					
Machinist Specialist	30.84	32.18	33.50					
Machinist, Journeyworker In Charge	53.31							
Station Maintenance Machinist Crew Chief	42.02	43.62	45.33					
Station Maintenance Machinist	36.67	38.22						
Station Maintenance Machinist, Senior	38.94	40.62						
Utility Systems Maintenance Technician	31.17	32.35	33.64					
Utility Systems Maintenance Technician, Senior	32.98	34.24	35.60					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.2 The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

A.1.2 Hourly Rates of Pay, Effective December 25, 2019.

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	44.18	45.64	47.10	49.05				
Hydroelectric Maintenance Machinist Apprentice	33.35	35.31	37.28	39.24	41.20	43.16	45.13	47.09
Hydroelectric Maintenance Machinist Crew Chief	52.94	54.64	56.90					
Machinist Specialist	31.95	33.34	34.71					
Machinist, Journeyworker In Charge	55.23							
Station Maintenance Machinist Crew Chief	43.53	45.19	46.96					
Station Maintenance Machinist	37.99	39.60						
Station Maintenance Machinist, Senior	40.34	42.08						
Utility Systems Maintenance Technician	32.29	33.51	34.85					
Utility Systems Maintenance Technician, Senior	34.17	35.17	36.88					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

A.1.3 Hourly Rates of Pay, Effective January 6, 2021.

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	TBD	TBD	TBD	TBD				
Hydroelectric Maintenance Machinist Apprentice	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Hydroelectric Maintenance Machinist Crew Chief	TBD	TBD	TBD					
Machinist Specialist	TBD	TBD	TBD					
Machinist, Journeyworker In Charge	TBD							
Station Maintenance Machinist Crew Chief	TBD	TBD	TBD					
Station Maintenance Machinist	TBD	TBD						
Station Maintenance Machinist, Senior	TBD	TBD						
Utility Systems Maintenance Technician	TBD	TBD	TBD					
Utility Systems Maintenance Technician, Senior	TBD	TBD	TBD					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

A.1.4 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.

A.3 Accommodations shall be provided to an employee who is assigned to work out of town.

A.4 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:

A.4.1 Adequate board and lodging shall be furnished by the Department.

A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.

A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established, if necessary, in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of computation shall always be the preceding ninety (90) working days from the present date.

A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.

A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.

A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In- Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under “other” conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.

A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.

A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.

A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.8 Fleets and Administrative Services: Effective December 01, 1999, employees classified and working full-time as Station Maintenance Machinist (including Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred and fifty dollars ($250.00). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.9 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

A.10 Shift Premium Pay: An employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$0.75 per hour	$1.00 per hour

A.10.1 Effective December 25, 2019, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$1.00 per hour	$1.50 per hour

Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

A.10.2 The shift premiums shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.

A.11 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor-Management discussions in 1999 or later, then the Union agrees to enter into

similar Labor-Management discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.

A.12 Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

APPENDIX B

Janus Memorandum of Understanding (MOU)

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

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

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

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

the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 & 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

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

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

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

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

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

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

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

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

The Parties further agree:

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

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

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

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

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

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

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

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

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

SIGNATORY UNIONS:

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

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

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

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

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

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

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

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; ICC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

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

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

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

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Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Human Resources	Jana Sangy/684-7912 Debra Hillary/256-5236	Arushi Kumar/684-0225

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:
AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:
This legislation authorizes an agreement between the City of Seattle ("the City") and the International Association of Machinists and Aerospace Workers, District Lodge 60, Local 79 ("Local 79"). It is a three-year agreement on wages, benefits, hours, and other working conditions for the time period of January 1, 2019 through December 31, 2021. This legislation affects approximately 40 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 4 percent in 2019 and 3.6 percent in 2020. The City may utilize a one-time reopener to bargain an annual wage increase for 2021. Shift differentials will increase to $1.00/hour for swing shift and $1.50/hour for graveyard shift effective December 25, 2019. Upon execution of the agreements, overtime meal compensation will increase to $20, and employees assigned to complete certain language services will receive $200/month.

The City and Local 79 agreed to continue health care cost sharing as follows: the City will pay up to 7 percent of the annual health care cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The collective bargaining agreement provides for other working conditions. Employees will pay the employee premium for the Washington State Paid Family Medical Leave Program. Employee parking rates will increase from $7 per day to $10 per day for the Commute Trip Reduction Program benefit. Additionally, bereavement leave will increase from one or two days (depending on the distance travelled by employees) to five days for close relatives regardless of distance travelled, among other items.

2. SUMMARY OF FINANCIAL IMPLICATIONS

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
Labor Relations developed the estimate below to approximate the costs of ratifying the agreement along with other employee groups (Coalition and non-represented employees) who receive the same increases. Costs for the collective bargaining agreement – which include City contributions to retirement, social security and Medicare – were included in the cost of the 2019-2020 biennial budget. Ordinance 126012 provided department budget appropriation authority to cover compensation items authorized in the Local 79 bargaining agreement in 2019. The aggregate costs of wages for the Local 79 agreement and Coalition agreements (as well as similarly classified non-represented employees, which have historically received the same wage increases) is estimated to grow from $977 million in 2018 to $1,106 million in 2021.

3. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
Yes; there are financial and operational impacts to City Light and Seattle Public Utilities where Local 79 members are employed.

b. Is a public hearing required for this legislation?
No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

e. Does this legislation affect a piece of property?
No.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
This collective bargaining agreement includes enhancements to working conditions that could improve the work/life balance for employees, such as expansion of bereavement leave. This agreement also provides a language premium for employees performing certain language services.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?
Not applicable.

List attachments/exhibits below:
Summary Attachment 1 – Local 79 Agreement – Bill Draft Version

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79

Effective January 1, ~~2014~~2019, through December 31, ~~2018~~2021

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

1.1.1 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.

1.1.2 The term "probationary employee" shall be defined as an employee who is within ~~his/her~~their first twelve (12) month trial period of employment following ~~his/her~~their initial regular appointment within the classified service.

1.1.3 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.

1.1.4 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.

1.1.5 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 less than forty (40) hours per week.

1.1.6 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 a temporary assignment defined as one of the following types:

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

B. Interim Absence - An interim assignment for ~~short-term replacement of a regular employee of~~ up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

C. Short-term Assignment - An ~~short-term~~ assignment of up to one (1) year~~,~~ to

perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year ~~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

D. ~~A l~~Less than ~~h~~Half-time ~~a~~Assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, , except as provided by Personnel Rule 11~~but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position~~; or

E. ~~A t~~Term-limited ~~a~~Assignment – An assignment to perform time-limited work of more ~~for a period of more~~ than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement ~~related to 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~~ whose absence of longer than one (1) year is due to disability time loss, ~~medical or~~military leave of absence, or authorized absence for medical reasons.

1.1.7 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.

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) 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.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

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

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; ~~5.4.5;~~ 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.10.1; A.10.2 ~~A.8; A.8.1; A.8.2; A.8.3;~~ and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely 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 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City of Seattle 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:

A. 0001st hour through 0520th hour ..... 5% premium pay

B. 0521st hour through 1,040th hour ..... 10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay
(If an employee worked 800 hours
or more in the previous twelve [12] months,
they shall receive twenty percent [20%]
premium pay.)

D. 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.)

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

1.2.2.1 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 1.2.8. 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.

1.2.2.2 The premium pay in Section 1.2.2 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.

1.2.3 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, ~~he/she~~the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental 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 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 and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for ~~his/her~~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.

1.2.3.1 Cumulative sick leave computed at the same rate ~~of 0.33 hours for all hours worked~~ and with all benefits and conditions required by ~~Ordinance 123698~~ Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C)~~, except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit~~.

1.2.4 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 (1½) times ~~his/her~~their regular straight-time hourly rate of pay for hours worked during ~~his/her~~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

(1½) 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.

1.2.5 Benefits–Eligible Temporary Employee Holiday Pay~~u~~ – A temporary employee shall be compensated at his or her 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 ~~he or she~~the employee remains in such eligible assignment.

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

B. 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, ~~he or she~~the employee shall be eligible for another day off, with pay during the same workweek.

C. Temporary employees who work less than 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.

D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided ~~he or she~~the employee has not already received personal holidays in another assignment within the same calendar year.

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

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, ~~funeral~~ bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 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 1.2.2 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 Union, 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 1.2.2 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 1.2.2 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.

1.2.8 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.

1.2.9 The premium pay provisions set forth within Section 1.2.2 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.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular 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 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 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.

1.2.11 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 ~~voluntary~~ break in service greater than thirty (30) days shall have ~~his/her~~their temporary service ~~time worked~~ counted ~~for purposes of~~ towards salary step placement ~~(where appropriate)~~ provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. 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.

1.2.12 Temporary employees covered by this Agreement ~~who have worked for the City for one thousand forty (1,040) hours, without a break in service~~ are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) 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 ~~his or her~~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.

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

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

1.3 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 upwardly 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 Union 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.

1.4 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 which 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 Summer 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.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective 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 which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a 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 who 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.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as ~~his/her~~their promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical ~~handicap~~ disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to ~~either~~ any gender.

ARTICLE 3 - UNION ~~MEMBERSHIP~~ ENGAGEMENT AND ~~DUES~~PAYROLL DEDUCTIONS

3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved~~It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of the Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement, who is not a member of the Union, shall on or before the thirtieth (30th) day following said date either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union. Failure by any such employee to apply for and/ormaintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee and the regular dues uniformly required by the Union of its members~~.

3.1.1 The performance of this function is recognized as a service 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~~A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1½%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work~~.

3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees~~Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues~~.

3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit ~~Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letterto the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2~~.

3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location ~~The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge~~.

3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by this collective bargaining agreement ~~In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge,~~

~~the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so~~.

3.3.1 At least five (5) working 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~~The The City agrees to notify a shop steward of new employees via email, but only to the most recent steward listed by the union and provided to the Department. The Union must update these steward lists on a continual basis. Should the steward last listed not be the most recent the City will not be held liable for such inappropriate notification~~.

3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law~~The City shall deduct from the paycheck of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union servicefees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.~~

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

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

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

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

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

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

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

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

See also Appendix B

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 Effective ~~January 1, 2014~~December 26, 2018, the base wage rates as displayed in Appendix A.1 of this Agreement, will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.~~reflect a one and eight tenths percent (1.8%) increase from the previous year's wages~~.

4.1.2 Effective December ~~31, 2014~~25, 2019, the base wage rates as displayed in Appendix A.1.2 will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%~~of this Agreement, reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.1 above~~.

4.1.3 Effective ~~December 30, 2015~~January 6, 2021, the base wage rates as displayed in Appendix A.1.3 of this Agreement, will be adjusted to reflect any changes negotiated by the Parties as a result of the 2021 Wage Reopener, as provided in Article 4, Section 4.4 of this Agreement ~~reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.2 above~~.

~~4.1.4 Effective December 28, 2016, the base wage rates as displayed in Appendix A.1.4 of this Agreement, reflect a two and five tenths percent (2.5%) percent increase of the wage rates referenced in 4.1.3 above.~~

~~4.1.5 Effective December 27, 2017, the base wage rates as displayed in Appendix A.1.5 of this Agreement, reflect a two and seventy-five tenths percent (2.75%) increase of the wage rates referenced in 4.1.4 above.~~

4.1.~~4~~6 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.

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

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

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

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, ~~he/she~~the employee will receive one-step increment in the higher-paid title; provided that ~~he/she~~the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

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

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class

having a lower salary range shall be paid the salary step in the lower range determined as follows:

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

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

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

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

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

A. If the overpayment involved only one (1) paycheck;

1. by payroll deductions spread over two (2) pay periods; or
2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule

through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

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

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

4.3 Wage Review Committee:

A Wage Review Committee shall be provided by the ~~Department~~City to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the ~~Department~~City in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

4.4 2021 Wage Reopener:

The City and Union agree that the City may utilize a one-time reopener of Article 4 and Appendix A of this agreement, specifically Section 4.1.3 and the corresponding wage matrix of Appendix A for the purposes of negotiating the annual wage increase proposed to be effective January 6, 2021 of this agreement. Proposed changes submitted by the City or Union shall be submitted in writing with at least thirty (30) days' notice before the effective date of the annual wage increase prescribed in Section 4.1.3 of this agreement.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when ~~he/she~~the employee is called in to work on ~~his/her~~their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of ~~his/her~~their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during ~~his/her~~their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.1.3 Where work conditions require continuous ~~manning~~ staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and ~~his/her~~their supervisor in compensatory time off at the applicable overtime rate.

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty

(40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

> Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of ~~his/her~~their regular work shift and is required to report back to work prior to the start of ~~his/her~~their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of ~~his/her~~their regular work shift shall be compensated in accordance with the Call Back provisions of ~~his/her~~their Labor Agreement; provided however, in the event ~~he/she~~the employee is called back to report to work within two (2) hours from the starting time of ~~his/her~~their next regularly scheduled work shift, ~~he/she~~the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of ~~his/her~~their next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work ninety (90) minutes or longer at the end of ~~his/her~~their normal work shift of at least eight (8) hours or work ninety (90) minutes or longer at the end of ~~his/her~~their work shift of at least eight (8) hours when ~~he/she~~the employee is called in to work on ~~his/her~~their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.~~3~~2 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to ~~his/her~~their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time

off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six dollars ($6) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars ($20.00).

5.4.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.

~~5.4.3~~5.4.4 Meal reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.5.1 Definitions: For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes

lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.5.3 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.3 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and ~~his/her~~their supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An

employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, ~~2014~~2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.1. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, ~~he/she~~the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

5.9.3 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.

~~5.9.3~~5.9.4 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class employee is paid for work already performed).

5.9.5 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; or, 2) extended industrial or off-the-job injury or disability; or, 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff).

~~5.9.4~~5.9.6 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

5.9.10 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular

appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.

5.9.11 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as ~~his/her~~their primary class, across union jurisdictional lines, with no change to ~~his or her~~their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.12 An employee who is temporarily unable to perform the regular duties of ~~his/her~~their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

5.9.13 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

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

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

ARTICLE 6 - HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with

less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at ~~his/her~~their regular straight-time hourly rate of pay and, in addition, ~~he/she~~the employee shall receive one and one-half (1½) times ~~his/her~~their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday ~~he/she~~the employee normally would have off with pay, said employee shall be paid for the holiday at ~~his/her~~their regular straight-time hourly rate of pay and, in addition, ~~he/she~~the employee shall receive two (2) times ~~his/her~~their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 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. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

7.3 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.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Regular Pay Status	Earned Per Hour	Years of Work	Working Days/	Working Hours	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

7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which ~~he/she~~the employee 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.

7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.9 An employee who separates from City service for any reason ~~after more than six (6) months' service,~~ shall be paid in a lump-sum for any unused vacation ~~he/she~~the employee has accrued.

7.10 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.

7.11 Where an employee has exhausted ~~his/her~~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 for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, ~~FUNERAL~~ BEREAVEMENT LEAVE AND EMERGENCY LEAVE

8.1 Sick Leave ~~–~~ Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1. of this Agreement. ~~Regular e~~Employees 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 to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall ~~accumulate~~ accrue sick leave credits during such thirty (30) day period. ~~Sick leave credit may be used by the employee for bona fide cases of:~~ An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

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

~~B. Disability of the employee due to pregnancy and/or childbirth.~~

~~C. Medical or dental appointments for the employee.~~

~~D. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.~~

~~E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.~~

~~F. 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.~~

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

A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or

C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.

D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

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

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.

8.1.1 Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

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

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article ~~twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement~~.

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of ~~his/her~~their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be

paid to ~~his/her~~their designated beneficiary.

8.1.5 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.~~Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.~~

~~8.1.5.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.~~

~~8.1.5.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 8.1.F of this Agreement.~~

~~8.1.5.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).~~

8.1.6 Conditions Not Covered - Employees shall not be eligible for sick leave when:

A. Suspended or on leave without pay, or ~~and~~ when laid off, or on other non-pay status.

B. Off work on a holiday.

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

8.1.7 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

8.1.7.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on ~~his/her~~their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.7.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, ~~he/she~~the employee shall notify ~~his/her~~their department on the first day of disability that they will be using sick leave. ~~However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay.~~ A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented ~~regardless of the number of days involved~~ for absences greater than three (3) continuous days.

8.1.7.3 Claims to Be in ~~Hours~~ 15-minute Increments - Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.7.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall

be compensated at the straight time rate of pay ~~he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6)~~ as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and ~~standby duties~~shift premium~~.~~).

~~8.1.7.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.~~

8.1.6.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

8.2 Bereavement~~/Funeral~~ Leave - Regular employees covered by this Agreement, shall be allowed ~~one (1) day~~five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative; ~~provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence~~.

8.2.1 In like circumstances and upon like application the Department Head or designee may authorize ~~for the purpose of attending the funeral~~ bereavement leave in the event of the death of a relative other than a close relative, ~~a number of days off work~~ not to exceed five (5) days chargeable to the sick leave account of an employee.

8.2.2 For purposes of this Section, the term “close relative” shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic

partner, an employee's legal guardian, ward or any person over whom, the employee has legal custody, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner or the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, or sister of the spouse or domestic partner of such employee..

~~8.1.7 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.~~

~~8.2~~8.3 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, ~~either~~ any of which necessitates immediate action on the part of the employee:

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

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

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

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

~~8.3~~8.4 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.

~~8.4 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive~~

~~more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.~~

8.5 Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service~~Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations~~.

8.5.1 **Contributions from Unused Paid Time off at Retirement**

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

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021~~For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older and provide this list to the union so that the union can administer the vote~~.

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

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

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

~~1. Place their sick leave cashout at 35% into their VEBA account, or~~
~~2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.~~
~~3. Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.~~

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

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

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

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

~~2. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or~~
~~3. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.~~

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

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

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

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

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

~~8.5~~8.6 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

9.1 Any employee who is disabled in the discharge of ~~his/her~~their duties and if such disablement results in absence from ~~his/her~~their regular duties, shall 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.

9.1.1 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 ~~his/her~~their sick leave or vacation or other paid leave 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from ~~his/her~~their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid 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 9.1.

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

9.1.3 In no circumstances will the amount paid under these provisions exceed an employee’s gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

9.1.4 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.

9.1.5 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents ~~him/her~~ the employee from performing ~~his/her~~their regular duties, but in the judgment of ~~his/her~~their physician could perform duties of a less strenuous nature, shall be employed at ~~his/her~~their normal rate of pay in such other suitable duties as the Department Head 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.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

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

10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

10.1.5 Revert - To return an employee who has not successfully completed ~~his/her~~their trial service period to a vacant position in the same class and former department (if applicable) from which ~~he/she~~the employee was appointed.

10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, ~~he/she~~the employee will be removed from the payroll and ~~his/her~~their name placed on a Reversion Recall List for the class/department from which ~~he/she~~the employee was removed.

10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

10.2.1 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.

10.2.2 An employee shall become regular after having completed ~~his/her~~their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior

to the expiration of the initial twelve (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during ~~his/her~~their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

10.3.1 An employee dismissed during ~~his/her~~their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

10.4 Trial Service Period - An employee who has satisfactorily completed ~~his/her~~their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which ~~he/she~~the employee was appointed.

10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for ~~his/her~~their former department and former classification and being removed from the payroll.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have ~~his/her~~their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have ~~his/her~~their name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which ~~he/she~~the employee normally would have received had ~~he/she~~the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period
If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in ~~his/her~~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.

11.1.2 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:

A. Transfer in the same class from one department to another.

B. 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.

C. 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 for 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 11.3.4.

1. 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.

2. 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 11.4.

D. 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.

E. 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 11.1.2.(4) is not practicable.

F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (~~1~~A), (~~2~~B), (~~3~~C), (~~4~~D) or (~~5~~E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.

G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within ~~his/her~~their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within ~~his/her~~their department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon ~~his/her~~their written request stating ~~his/her~~their reason 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.

11.2.1 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 11.5. 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 ~~his/her~~their former status.

11.3. Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 ~~Layoff - -~~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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

A. Interim appointees

B. Temporary or intermittent employees not earning service credit.

C. Probationary employees*****

D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

E. 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 during probation.

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

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

B. 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.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in ~~his/her~~their department or ~~he/she~~the employee may be transferred as provided in Section 11.1.2(~~3~~C). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose ~~his/her~~their reinstatement rights in ~~his/her~~their former department.

11.4.2 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.

11.4.3 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:

A. 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.

B. 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.

C. 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.

D. 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 Article 10, Section 10.4 shall apply.

E. 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 Article 10, Section 10.4 shall apply.

F. 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.

G. 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.

H. 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

A. After completion of the probationary period, service credit shall be given for employment in the same, 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 permanent appointment.

B. 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.

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

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:
   1. Jury Duty;
   2. Disability incurred in line of service;
   3. Illness or disability compensated for under any plan authorized and paid for by the City;
   4. Service as a representative of the Union affecting the welfare of City employees;

5. 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.

11.5.1 No service credit shall be given:

A. For service of a regular employee in a lower class to which ~~he/she~~the employee has been reduced and in which ~~he/she~~the employee has not had regular standing, except from the time of such reduction.

B. For any employment prior to a separation from the Civil Service other than by a resignation which 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.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG-TERM DISABILITY INSURANCE

12.1 Effective January 1, ~~2014~~2019, the City shall provide medical, dental, and vision plans (with ~~Group Health~~ Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and ~~Washington~~ Delta Dental ~~Service~~ of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years ~~2014, 2015, 2016, 2017, and 2018~~ 2020, and 2021, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years ~~2014, 2015, 2016, 2017~~2019, 2020, and ~~2018~~2021, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

12.1.4 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).

12.2 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 follows:

12.2.1 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 employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City 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 dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth 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.

12.3.1 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 Section 12.3 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.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year ~~2014~~ 2019 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 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.

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the

parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).

13.2 Effective January 1, 2017, consistent with Ordinance 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.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive ~~his/her~~their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employee~~s~~. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from ~~his/her~~their regular residence.

14.2.1 Skagit Conditions – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and

hours may be established if necessary, in order to coordinate with other forces.

D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit ~~his/her~~their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties

cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and ~~workman-like~~professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Safety Committees - Affected Unions 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.

14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that ~~he/she~~the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

A. Grant the employee's request, or

B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1 In construing this Section, it is understood that:

A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.

B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.

C. The employee must make immediate arrangements for Union representation when ~~his/her~~their request for representation is granted.

D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self- development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union

shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management and shall not exceed three participants from either side.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance –The City shall pay the amounts in A through ~~E~~C below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the ~~five~~ three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, ~~2014~~2019, one hundred forty-four dollars ($~~104~~144.00)

B. Effective January 1, ~~2015~~2020, one hundred ~~four~~ seventy-five dollars ($~~104~~175.00).

C. Effective January 1, ~~2016~~2021, ~~one~~ two hundred ~~twenty four~~ dollars ($~~124~~200.00).

~~C. Effective January 1, 2017, one hundred forty four dollars ($144).~~

~~D. Effective January 1, 2018, one hundred forty four dollars ($144).~~

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a

replacement fee of thirty dollars ($30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

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

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (~~Group Health~~Kaiser or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall

guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non- contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples

of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

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

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

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

14.23 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. No more than two (2) employees per negotiations session shall be authorized under this provision.

B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.

C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

14.24 Supervisor's Files - 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, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

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

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, 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 a meeting if called to testify.

14.27 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall 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. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 The Union and the City agree to the following:

A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the ~~Gender/Race Workforce Equity~~Race and Social Justice Initiate (RSJI) efforts.~~;~~

~~C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,~~.

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

D. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs

E. A reopener on Seattle Center Parking.

F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.

G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.

H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

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

J. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to

promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

J.1 The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.

J.2 The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, and 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.

J.3 The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.

J.4 The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

J.5 The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

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

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to

settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

17.2 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, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

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

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 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.

19.2 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 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written 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.

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

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.

20.5 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.

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

20.6.1 (Step 1)– - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with ~~his/her~~their supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2)~~:~~ - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract 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.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or ~~his/her~~their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative 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 the 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 Union representative shall be so informed by the ADR Coordinator.

B. 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.

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or ~~his/her~~their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3)– If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or ~~his/her~~their designee shall investigate the alleged contract grievance and, if deemed appropriate, ~~he/she~~the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. ~~He/she~~The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 (Step 4)- - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

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

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

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 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.

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate ~~his/her~~their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be withdrawn upon notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the

City shall present its position first before an arbitrator or the Civil Service Commission.

20.9 The parties have agreed, through a Memorandum of Agreement, to adopt the following two 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 20.8.3.

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee 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 to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.1.2 Provided the 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.

22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.

22.2 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 action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31,~~2018~~2021. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, ~~2018~~2021. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of_____, ~~2016~~2020

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

By_____
Directing Business Representative
Machinists District 160/Local 79

By_____
~~Edward B. Murray~~Jenny A. Durkan

By_____
Brandon Hemming
Business Agent Local 79

By_____
~~David Bracilano~~Jana Sangy
Director of Labor Relations

APPENDIX "A" to the AGREEMENT

by and between

THE CITY OF SEATTLE

And

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, ~~2014~~ 2019 through December 31, ~~2018~~2021

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, ~~2014~~ 2019 through December 31, ~~2018~~2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 **Hourly Rates of Pay, Effective ~~January 1, 2014~~December 26, 2018.**

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	42.64 ~~37.42~~	44.05 ~~38.66~~	45.46 ~~39.89~~	47.35 ~~41.55~~				
Hydroelectric Maintenance Machinist Apprentice	32.20 ~~28.25~~	34.09 ~~29.92~~	35.99 ~~31.58~~	37.88 ~~33.24~~	39.77 ~~34.90~~	41.67 ~~36.57~~	43.56 ~~38.23~~	45.46 ~~39.89~~
Hydroelectric Maintenance Machinist Crew Chief	51.10 ~~44.84~~	52.73 ~~46.28~~	54.93 ~~48.21~~					
Machinist Specialist	30.84 ~~27.07~~	32.18 ~~28.24~~	33.50 ~~29.40~~					
Machinist, Journeyworker In Charge	53.31 ~~46.78~~							
Station Maintenance Machinist Crew Chief	42.02 ~~36.87~~	43.62 ~~38.27~~	45.33 ~~39.78~~					
Station Maintenance Machinist	36.67 ~~32.18~~	38.22 ~~33.55~~						
Station Maintenance Machinist, Senior	38.94 ~~34.17~~	40.62 ~~35.64~~						
Utility Systems Maintenance Technician	31.17 ~~27.35~~	32.35 ~~28.39~~	33.64 ~~29.52~~					
Utility Systems Maintenance Technician, Senior	32.98 ~~28.94~~	34.24 ~~30.05~~	35.60 ~~31.24~~					
~~Water Meter Repairer~~	~~26.38~~	~~27.47~~	~~28.51~~					
~~Water Meter Repairer, Senior~~	~~27.33~~	~~28.39~~	~~29.56~~					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.2 The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

A.1.2 Hourly Rates of Pay, Effective ~~December 31, 2014~~December 25, 2019.

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	44.18 ~~38.17~~	45.64 ~~39.43~~	47.10 ~~40.69~~	49.05 ~~42.38~~				
Hydroelectric Maintenance Machinist Apprentice	33.35 ~~28.82~~	35.31 ~~30.52~~	37.28 ~~32.21~~	39.24 ~~33.90~~	41.20 ~~35.60~~	43.16 ~~37.30~~	45.13 ~~38.99~~	47.09 ~~40.69~~
Hydroelectric Maintenance Machinist Crew Chief	52.94 ~~45.74~~	54.64 ~~47.21~~	56.90 ~~49.17~~					
Machinist Specialist	31.95 ~~27.61~~	33.34 ~~28.80~~	34.71 ~~29.99~~					
Machinist, Journeyworker In Charge	55.23 ~~47.72~~							
Station Maintenance Machinist Crew Chief	43.53 ~~37.61~~	45.19 ~~39.04~~	46.96 ~~40.58~~					
Station Maintenance Machinist	37.99 ~~32.82~~	39.60 ~~34.22~~						
Station Maintenance Machinist, Senior	40.34 ~~34.85~~	42.08 ~~36.35~~						
Utility Systems Maintenance Technician	32.29 ~~27.90~~	33.51 ~~28.96~~	34.85 ~~30.11~~					
Utility Systems Maintenance Technician, Senior	34.17 ~~29.52~~	35.17 ~~30.65~~	36.88 ~~31.86~~					
~~Water Meter Repairer~~	~~26.91~~	~~28.02~~	~~29.08~~					
~~Water Meter Repairer, Senior~~	~~27.88~~	~~28.96~~	~~30.15~~					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

A.1.3 Hourly Rates of Pay, Effective ~~December 30, 2015~~ January 6, 2021.

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	TBD ~~38.93~~	TBD ~~40.22~~	TBD ~~41.50~~	TBD ~~43.23~~				
Hydroelectric Maintenance Machinist Apprentice	TBD ~~29.40~~	TBD ~~31.13~~	TBD ~~32.85~~	TBD ~~34.58~~	TBD ~~36.31~~	TBS ~~38.05~~	TBD ~~39.77~~	TBD ~~41.50~~
Hydroelectric Maintenance Machinist Crew Chief	TBD ~~46.65~~	TBD ~~48.15~~	TBD ~~50.15~~					
Machinist Specialist	TBD ~~28.16~~	TBD ~~29.38~~	TBD ~~30.59~~					
Machinist, Journeyworker In Charge	TBD ~~48.67~~							
Station Maintenance Machinist Crew Chief	TBD ~~38.36~~	TBD ~~39.82~~	TBD ~~41.39~~					
Station Maintenance Machinist	TBD ~~33.48~~	TBD ~~34.90~~						
Station Maintenance Machinist, Senior	TBD ~~35.55~~	TBD ~~37.08~~						
Utility Systems Maintenance Technician	TBD ~~28.46~~	TBD ~~29.54~~	TBD ~~30.71~~					
Utility Systems Maintenance Technician, Senior	TBD ~~30.11~~	TBD ~~31.26~~	TBD ~~32.50~~					
~~Water Meter Repairer~~	~~27.45~~	~~28.58~~	~~29.66~~					
~~Water Meter Repairer, Senior~~	~~28.44~~	~~29.54~~	~~30.75~~					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

~~A.1.4 Hourly Rates of Pay, Effective December 28, 2016.~~

~~CLASSIFICATION~~	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
~~Hydroelectric Maintenance Machinist~~	~~39.90~~	~~41.23~~	~~42.54~~	~~44.31~~				
~~Hydroelectric Maintenance Machinist Apprentice~~	~~30.14~~	~~31.91~~	~~33.67~~	~~35.44~~	~~37.22~~	~~39.00~~	~~40.76~~	~~42.54~~
~~Hydroelectric Maintenance Machinist Crew Chief~~	~~47.82~~	~~49.35~~	~~51.40~~					
~~Machinist Specialist~~	~~28.86~~	~~30.11~~	~~31.35~~					
~~Machinist, Journeyworker In Charge~~	~~49.89~~							
~~Station Maintenance Machinist Crew Chief~~	~~39.32~~	~~40.82~~	~~42.42~~					
~~Station Maintenance Machinist~~	~~34.32~~	~~35.77~~						
~~Station Maintenance Machinist, Senior~~	~~36.44~~	~~38.01~~						
~~Utility Systems Maintenance Technician~~	~~29.17~~	~~30.28~~	~~31.48~~					
~~Utility Systems Maintenance Technician, Senior~~	~~30.86~~	~~32.04~~	~~33.31~~					
~~Water Meter Repairer~~	~~28.14~~	~~29.29~~	~~30.40~~					
~~Water Meter Repairer, Senior~~	~~29.15~~	~~30.28~~	~~31.52~~					

~~The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:~~

~~Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months~~

~~Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months~~

~~Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months~~

~~Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months~~

~~Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months~~

~~Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months~~

~~Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months~~

~~Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months~~

A.1.5 Hourly Rates of Pay, Effective December 27, 2017.

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hydroelectric Maintenance Machinist	41.00	42.36	43.71	45.53				
Hydroelectric Maintenance Machinist Apprentice	30.97	32.79	34.60	36.41	38.24	40.07	41.88	43.71
Hydroelectric Maintenance Machinist Crew Chief	49.14	50.71	52.81					
Machinist Specialist	29.65	30.94	32.21					
Machinist, Journeyworker In Charge	51.26							
Station Maintenance Machinist Crew Chief	40.40	41.94	43.59					
Station Maintenance Machinist	35.26	36.75						
Station Maintenance Machinist, Senior	37.44	39.06						
Utility Systems Maintenance Technician	29.97	31.11	32.35					
Utility Systems Maintenance Technician, Senior	31.71	32.92	34.23					
Water Meter Repairer	28.91	301.0	31.24					
Water Meter Repairer, Senior	29.95	31.11	32.29					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary.

A.1.~~6~~4 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.

A.3 Accommodations shall be provided to an employee who is assigned to work out of town.

A.4 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:

A.4.1 Adequate board and lodging shall be furnished by the Department.

A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.

A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of computation shall always be the preceding ninety (90) working days from the present date.

A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.

A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.

A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In- Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under “other” conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.

A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.

A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.

A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars ($25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.8 Fleets and ~~Facilities~~Administrative Services: Effective December 01, 1999, employees classified and working full-time as Station Maintenance Machinist (including Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred and fifty dollars ($250.00). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.9 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

A.10 Shift Premium Pay: An employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$0.~~70~~ .75 per	$~~0.80~~ 1.00 per

A.10.1 Effective December ~~30, 2015~~25, 2019, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$~~0.80~~1.00 per	$~~0.90~~1.50 per

Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

A.10.2 The shift premiums shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.

A.11 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor-Management discussions in 1999 or later, then the Union agrees to enter into

similar Labor-Management discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.

A.12 Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

APPENDIX B

Janus Memorandum of Understanding (MOU)

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

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

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

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79&289; the Seattle Parking Enforcement Officers Guild; the Seattle Police

Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

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

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

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

The City will require all new employees to attend a New Employee Orientation (NEO)

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

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

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

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

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

The Parties further agree:

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

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

those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

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

5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

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

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

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

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

SIGNATORY UNIONS:

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

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

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

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

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

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

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

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; ICC and Community
Service Officers & Evidence Warehousers

Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Coalition of City Unions
Memorandum of Understanding

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

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

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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of Carpenters

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

Michael Cunningham, President
Seattle Police Dispatchers' Guild

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

Scott Bachler, President
Seattle Police Management Association

Kevin Stuckey, President
Seattle Police Officers' Guild

Coalition of City Unions
Memorandum of Understanding

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File #: Res 31967, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION providing an honorary designation of 28th Avenue Northeast from Northeast 125th Street to Northeast 127th Street as "Hayashi Avenue."

WHEREAS, Shizuo & Yaeko Hayashi family were owners of the Lake City Farms; and

WHEREAS, the family was an active part of the community; and

WHEREAS, despite the lack of any evidence, Japanese Americans were suspected of remaining loyal to their ancestral land during World War II; and

WHEREAS, President Roosevelt signed an executive order on February 19, 1942 ordering the relocation of 120,000 Japanese Americans to concentration camps in the interior of the United States; and

WHEREAS, 7,050 Japanese Americans from Seattle were forced from their homes and transported from Seattle; and

WHEREAS, most camps along the West Coast were hastily assembled and lacked basic needs, such as cots, blankets, and pillows, and had dirty and smelly living conditions; and

WHEREAS, the Hayashi family was interned in the Minidoka internment camp, they were unable to bring any possessions and were forced to sell their farm; and

WHEREAS, with the mass internment, Japanese farms locally were confiscated and transferred to non-Japanese farmers; and

WHEREAS, in a landmark report titled "Personal Justice Denied," the Commission on Wartime Relocation and Internment of Civilians estimated that between $810 million and $2 billion (in 1983 dollars) was lost in income and property among all Japanese evacuees; and

WHEREAS, the Hayashi family never returned to Lake City after they were released from the internment camp; and

WHEREAS, in 1976, President Gerald Ford officially apologized for Roosevelt's executive order, and in 1988, President Ronald Reagan approved the Civil Liberties Act that provided $20,000 for each internment camp survivor; and

WHEREAS, the City has a history of stating its commitment to human rights with the creation in 1963 of the Seattle Human Rights Commission to make recommendations "with regard to the development of programs for the promotion of equality, justice and understanding among all citizens of the City" and recommend policies "affecting civil rights and equal opportunity;" and

WHEREAS, as a Human Rights City, Seattle is committed to protecting and promoting human rights and dignity, including civil, political, social, economic, and cultural rights; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. 28th Avenue Northeast from Northeast 125th Street to Northeast 127th Street shall have an honorary designation as "Hayashi Avenue".

Section 2. The Council requests that the Seattle Department of Transportation manufacture, install, and maintain honorary signs at the intersections of 28th Avenue Northeast and Northeast 125th Street, and 28th Avenue Northeast and Northeast 127th Street, which shall reflect the "Hayashi Avenue" honorary designation.

In making the honorary designation, the Council does not intend to affect any existing or future signage other than the signs described in this section.

Adopted by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its adoption this _____ day of _____, 2020.

_____

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2020.

_____

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Legislative	Dean Allsopp/ 206.475.8159	n/a

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:
A RESOLUTION providing an honorary designation of 28th Avenue Northeast from Northeast 125th Street to Northeast 127th Street as "Hayashi Avenue."

Summary and background of the Legislation:
Shizuo & Yaeko Hayashi were owners of Lake City Farm, which sold fruits and vegetables at the current location of the Lake City Farmers Market. They were active members of the community and donated trees to the very first public grounds in Lake City, where the Lake City School was built. The Hayashi family was unjustly interned during World War II by President Roosevelt's executive order and they never returned to the area after they were released from the Minidoka camp. This honorary street is to recognize the Hayashi family's contribution to the Lake City neighborhood and to educate those on the egregious violation of human rights and racism that affected Japanese Americans during that time period.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes _X__ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes __X__ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
The resolution requests that SDOT manufacture, install and maintain signage for this honorary designation. Build Lake City Together will cover all costs to produce and install signage.

Is there financial cost or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?
No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

e. Does this legislation affect a piece of property?
No.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
No. The street naming is a very small gesture in the face of the horrific injustice and racism that the Hayashi Family experienced – it is critical we face these inequities and help educate our community to ensure systematic change.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).
No.

List attachments/exhibits below:
None.

File #: CB 119827, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 208 of the Official Land Use Map to rezone land in the Rainier Beach neighborhood.

WHEREAS, the COVID-19 global pandemic is having disproportionate health impacts on communities of color as evidenced by a relatively higher rates of COVID-19 infections and deaths among communities of color; and

WHEREAS, the economic impacts of the response to the COVID-19 pandemic have disproportionately impacted persons in lower-wage occupations and sectors that are disproportionately held by persons of color; and

WHEREAS, the Rainier Beach neighborhood is among the neighborhoods in Seattle with the highest percentage share of non-white households; and

WHEREAS, the Rainier Beach neighborhood is among the neighborhoods in Seattle with the highest relative risk of displacement according to the Growth and Equity Analysis contained in Seattle's Comprehensive Plan; and

WHEREAS, expanding the amount of community-based rent- and income-restricted affordable housing is a support that has potential to benefit community members at risk of displacement; and

WHEREAS, social service uses including housing services, food centers, community health centers and similar uses are direct supports with potential to benefit community members facing economic hardship; and

WHEREAS, the land affected by this rezone has high potential to be used for social services uses and rent- and

income-restrict affordable housing due to its proximity to other similar uses and its ownership by community-based institutions and non-profit housing providers; and

WHEREAS, this ordinance would increase development capacity for housing and social services and increase Mandatory Housing Affordability requirements on a group of parcels that are currently lightly used or vacant in the Rainier Beach area of Seattle; and

WHEREAS, there is no housing on the land affected by this proposed ordinance and therefore no potential for residential displacement; and

WHEREAS, the increased development capacity provided by this ordinance, which would increase the likelihood for near-term construction activity from development and construction, is one form of economic stimulus that can contribute to economic recovery; and

WHEREAS, this proposal will be compatible with the planned land use pattern envisioned in the Comprehensive Plan and the Seattle Municipal Code, since the proposal meets rezone criteria, and would be consistent with the precedent of the mix of uses in other nearby areas and would provide a more gradual stepped transition between higher intensity and lower intensity zoned areas; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on May 21, 2020 and the comment and appeal period expired with no appeal filed; and

WHEREAS, the proposed rezone meets criteria in the Land Use Code as discussed in the Director's Report accompanying this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Official Land Use Map, Chapter 23.32 of the Seattle Municipal Code, is amended to rezone properties identified on page 208 of the Official Land Use Map as shown on Attachment 1 attached to this ordinance.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if

not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

_____

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

_____

Jenny A. Durkan, Mayor

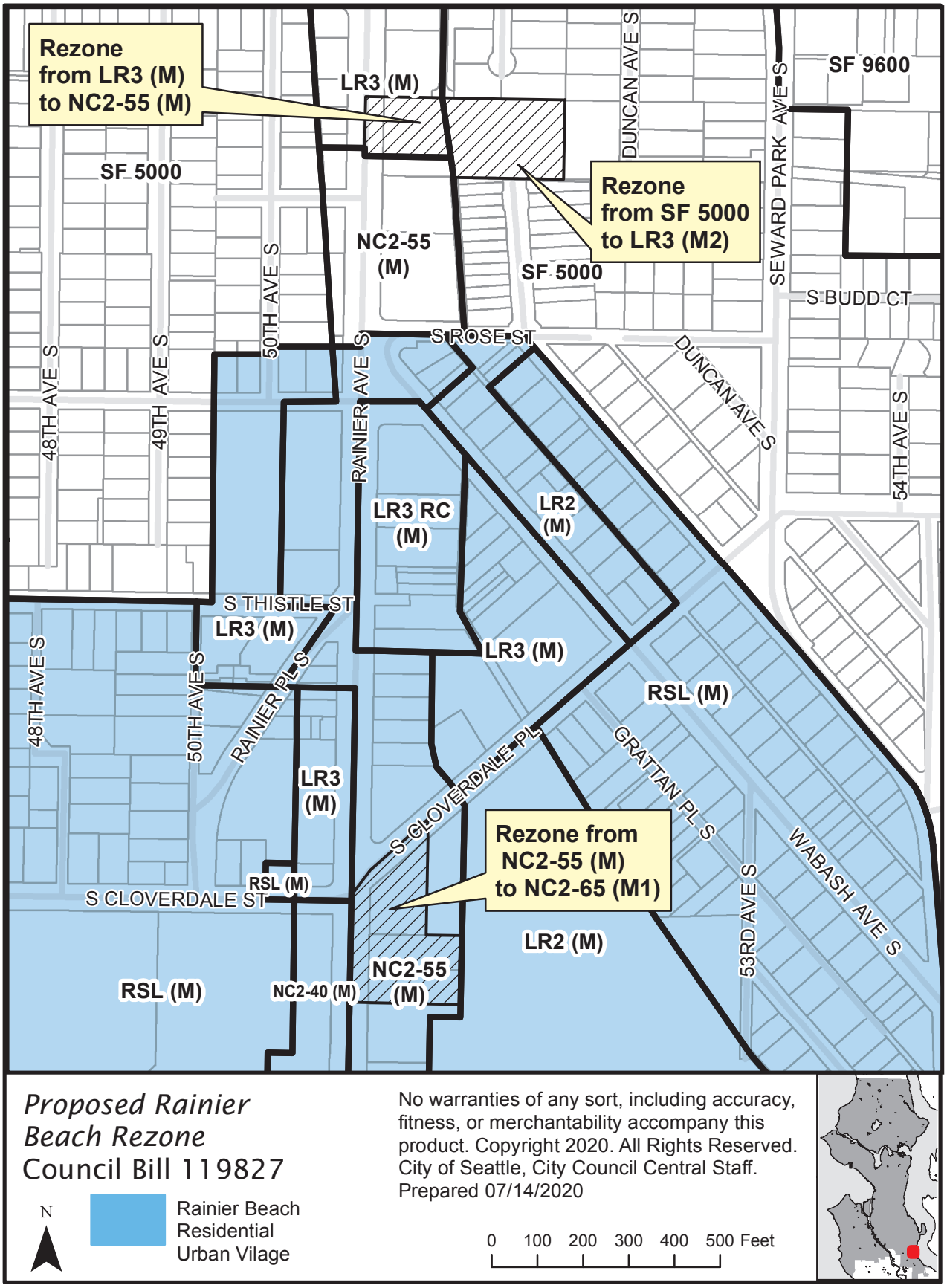
Filed by me this _____ day of _____, 2020.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 - Rainier Beach Rezone Map


Rezone from LR3 (M) to NC2-55 (M)
Rezone from SF 5000 to LR3 (M2)
Rezone from NC2-55 (M) to NC2-65 (M1)
LR3 (M)
SF 5000
NC2-55 (M)
SF 9600
DUNCAN AVE S
SEWARD PARK AVE S
S BUDD CT
S ROSE ST
48TH AVE S
49TH AVE S
50TH AVE S
RAINIER AVE S
54TH AVE S
LR3 RC (M)
LR2 (M)
S THISTLE ST
RAINIER PL S
RSL (M)
S CLOVERDALE PL
GRATTAN PL S
WABASH AVE S
53RD AVE S
S CLOVERDALE ST
NC2-40 (M)
Proposed Rainier Beach Rezone
Council Bill 119827
N
Rainier Beach Residential Urban Village
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Prepared 07/14/2020
0 100 200 300 400 500 Feet

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Planning & Community Development (OPCD)	Geoff Wentlandt /684-3586	Christie Parker/684-5211

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 208 of the Official Land Use Map to rezone land in the Rainier Beach neighborhood.

Summary and background of the Legislation:
This proposal would implement a suite of zoning changes on land in the Rainier Beach neighborhood on a collection of currently vacant or little-used parcels fronting Rainier Avenue South. The parcels are identified as having a high potential for infill development with affordable multi-family housing and social service uses. In total the proposal would affect 3.16 acres of land in two clusters with multiple parcels each. The parcel clusters are located approximately 1,300 feet or roughly a quarter mile from one another along Rainier Ave. S. at S. Cloverdale St. and S. Rose St.

S. Cloverdale St. Cluster
This cluster of parcels consists of three parcels, totaling 1.15 acres to the northwest of the Rainier Beach High School sports fields. The existing zoning on these parcels is NC2-55 (M). The proposal would rezone these parcels to NC2-65 (M1). The cluster of parcels is within the Rainier Beach urban village.

S. Rose. St. Cluster
This cluster consists of one large parcel north of the existing Rose Street Apartment building that totals 1.57 acres. The parcel fronts onto Rainier Ave. South, is 68,567 sq. ft., and extends east to approximately the middle of the block. This parcel is split-zoned at the approximate midpoint of the parcel, with the front half facing Rainier Ave. S. currently zoned LR3 (M). The rear half of this parcel is currently zoned SF 5000. Under this proposal, the front (Rainier Ave. facing) portion of the large parcel would be rezoned from from LR3 (M) to NC2-55 (M1), and the rear portion of the large parcel would be rezoned from SF 5000 to LR3 (M2).The rezones provide a stepped transition from higher intensity commercial zoning on the arterial road, to a multi-family residential zone, before the edge of the Single Family context. Under the proposal, height limits would be stepped, from 55’ (NC zone), to 40’ (LR3 zone), to 35’ (Single Family zone).

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes __X__ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes __X__ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
The legislation is expected to expedite infill development of affordable housing and social service uses. Permitting of the developments would be covered by permit fees. The legislation will have minor impacts to SDCI staff, as they will be called on to update the zoning maps.

Is there financial cost or other impacts of *not* implementing the legislation?
Not implementing this legislation could delay commencement of affordable housing and social services developments.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
The Office of Housing has awarded funds for affordable housing developments on sites affected by this legislation. The legislation will facilitated the expected allocation of the funds.

b. Is a public hearing required for this legislation?
Yes. A public hearing is expected to be held in summer 2020.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
Publication is required in the Daily Journal of Commerce.

e. Does this legislation affect a piece of property?
The legislation will apply to two clusters of parcels along Rainier Ave. S. in the Rainer Beach neighborhood as described above.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
This legislation will directly facilitate the development of affordable housing and social services that have strong support from organizations affiliated with communities of color. Expected uses include the Rainier Beach Food Center and the Muslim Housing Services referral offices.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).
No new initiative or major programmatic expansion is proposed.