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CITY OF SEATTLE
ORDINANCE 126087
COUNCIL BILL 119794

AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and Seattle Parking Enforcement Officers' Guild; and ratifying and confirming certain prior acts.

WHEREAS, collective bargaining agreements between The City of Seattle and the Seattle Parking Enforcement Officers' Guild expired on December 31, 2018; and

WHEREAS, employees represented by the Seattle Parking Enforcement Officers' Guild 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 Seattle Parking Enforcement Officers' Guild; and

WHEREAS, the City Budget Office will provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement via ordinance later in 2020; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council finds and declares that:

A. On February 29, 2020, Governor Inslee proclaimed a State of Emergency for all counties throughout the State of Washington as a result of the confirmed person-to-person spread of COVID-19 in Washington State.

B. The COVID-19 disease, caused by a virus that spreads easily from person to person and which may cause serious injury and death, has spread throughout Seattle and King County.

1 C. On March 3, 2020, Mayor Durkan issued a Proclamation of Civil Emergency
2 declaring a civil emergency within Seattle based on the confirmed spread of COVID-19 in King
3 County and resulting deaths.

4 D. In recognition of the danger that hospitals may become overwhelmed with COVID-19
5 patients unless the spread of the disease is slowed, on March 23, 2020, Governor Inslee imposed
6 a stay-home order throughout Washington State prohibiting all people in the State from leaving
7 their homes or participating in gatherings, with only limited exceptions for participating in
8 essential activities or essential business services. The order is currently in effect through May 31,
9 2020.

10 E. The Governor's Proclamation 20-28 prohibits agencies from taking action (as defined
11 in RCW 42.30.020), unless the matter is (1) necessary and routine; or (2) necessary to respond to
12 the COVID-19 public health emergency.

13 F. This legislation is necessary to implement a collective bargaining agreement with the
14 Seattle Parking Enforcement Officers' Guild.

15 G. The City Council routinely reviews and approves such agreements as required to
16 authorize employee rates of pay and labor policy.

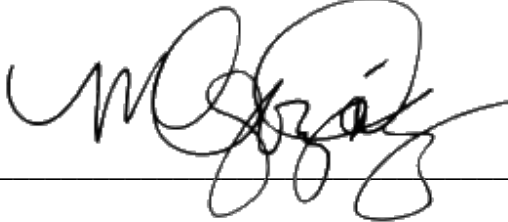
17 Section 2. As requested by the Seattle Human Resources Director and recommended by
18 the Mayor, the Mayor is authorized on behalf of The City of Seattle ("City") to execute a
19 collective bargaining agreement between the City and the Seattle Parking Enforcement Officers'
20 Guild, substantially in the form attached to this ordinance as Attachment 1 and identified as

1 “Agreement By and Between The City of Seattle and Seattle Parking Enforcement Officers’
2 Guild.”

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

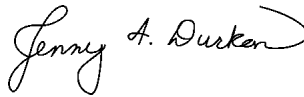
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 26th day of May, 2020,
5 and signed by me in open session in authentication of its passage this 26th day of
6 May, 2020.

7 

8 President _____ of the City Council

9 Approved by me this 1st day of June, 2020.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 1st day of June, 2020.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Agreement by and between The City of Seattle and Seattle Parking Enforcement
18 Officers' Guild (SPEOG)
19
20

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD
(SPEOG)

Effective January 1, 2019 through December 31, 2021

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AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

THIS AGREEMENT is between the City of Seattle (hereinafter called the "City") and the Seattle Parking Enforcement Officers' Guild (hereinafter called the "Guild") for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Guild as the collective bargaining representative.

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

NONDISCRIMINATION

The City and the Guild agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the respective Guild as the exclusive collective bargaining representative for the purposes stated in RCW, Chapter 41.56, of all full-time and regular part-time, including temporary, parking enforcement officers of the City of Seattle, excluding supervisors, confidential employees and casual employees (hereinafter, “employees” or “PEOs”).

1.2 A temporary assignment is defined as one of the following types:

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

2. Incumbent Absence: An interim assignment for up to one year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or

3. Short-term Assignment: An assignment of up to one year that is not ongoing regular work and for which there is no regularly budgeted position; or

4. Less than Half-time Assignment: For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year, normally but does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

5. Term-limited Assignment: An assignment to perform work for more than one (1) but no more than three years for:

A. 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

B. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or

C. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, authorized leave of absence for medical reasons or military leave of absence.

1.2.1 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

- 1.2.2 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited toward salary placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.
- 1.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.1, 1.2, 1.3, 2.2, 2.3, 2.3.1, 9.1 and effective December 25, 2019 shall also be entitled to shift differential. Effective upon ratification of this contract, temporary employees will also receive an overtime meal reimbursement/allowance. 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 this Agreement.
- 1.4 Use of temporary employees is governed by the terms of Appendix D hereto.
- 1.5 The parties agree that the City's Temporary Employment philosophy and practices will be part of the Labor Management Leadership Committee (LMLC) Workplan.
- 1.6 The elected President, Vice President, Secretary, Treasurer, designated Shop Stewards, and designated alternates are recognized by the Employer as official representatives of the Guild, empowered to act on behalf of the members of the unit for negotiating with the Employer.

ARTICLE 2 - GUILD ENGAGEMENT AND PAYROLL DEDUCTIONS

- 2.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild, and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 2.2 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 Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. The performance of this function is recognized as a service to the Guild by the City and The City shall honor the terms and conditions of each worker's Guild payroll deduction authorization(s) for the purposes of dues deduction only. The Guild 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 Guild 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.
- 2.3 The City will provide the Guild 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 Guild 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.
- 2.4 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 Guild 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 Guild with a list of names of their bargaining unit attending the Orientation.
- 2.5 The individual Guild meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Guild 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 Guild or otherwise participate in Guild activities at the City of Seattle.
- 2.6 New Employee and Change in Employee Status Notification: The City shall supply the Guild with the following information on a monthly basis for new employees: 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. The City shall also notify the Guild 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. For employees who have transferred into the bargaining unit, the City shall supply the Guild 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.

See also Appendix F.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discipline/discharge for just cause, improve efficiency, and determine the work schedules and locations of department headquarters are examples of management prerogatives, subject to any specific restrictions detailed herein. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 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 the employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the City's methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to specific jobs within the bargaining unit.

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

Determination as to (1), (2), or (3) above shall be made by the department head, but the determination in such case shall be subject to the grievance procedure. Prior to approval by the department to contract out work under this provision, the Guild shall be notified. The department head shall make available to the Guild upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

3.4 The Employer agrees to notify the Guild ten (10) calendar days in advance of anticipated departmental changes significantly affecting wages, hours, or working conditions of employees covered by this Agreement and to provide a reasonable opportunity to bargain such changes. Notice will include a description of the anticipated changes. Negotiations may be held thereon upon request by either party prior to such changes being placed in effect. For illustrative purposes, such changes would include, but are not limited to, changes in bargaining unit working hours, and the expansion or reduction of

major services. Transfers, reassignments, and emergency situations shall be exempt from this provision.

3.5 The Guild recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

The City shall notify the Guild prior to establishing new and/or revising existing performance evaluation system(s).

3.6 Any performance standards used to measure the performance of employees shall be reasonable.

ARTICLE 4 - WORK STOPPAGES

- 4.1 The City and the Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Guild shall not cause or condone any work stoppage, strike, slowdown, or similar interference with City functions by employees under this Agreement and, should same occur, the Guild agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slowdown, or similar interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary actions as may be determined by the City.
- 4.2 In the event, however, that there is a work stoppage, strike, slowdown, or similar interference with City functions which is not authorized by the Guild, the City agrees that there shall be no liability on the part of the Guild, its officers or representatives; provided that in the event of such unauthorized action, they first meet the following conditions:
- A. Within not more than four (4) hours after notification by the City of the occurrence of any such unauthorized action, the Guild shall publicly disavow the same by posting a notice via email, stating that such action is unauthorized by the Guild.
 - B. The Guild, its officers, and representatives shall promptly order its members to return to work, notwithstanding the existence of picket lines.
 - C. The Guild, its officers, and representatives will, in good faith, use every reasonable effort to terminate such unauthorized action.
 - D. The Guild 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 Guild and its members, and shall in no case be construed as a violation by the City of any provisions in this Agreement.
- 4.3 The City shall not engage in any lockout or similar action.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. The Guild or any employee within the bargaining unit who may feel aggrieved by the Employer's interpretation or application of the terms of this Agreement may seek their remedy by the procedure provided in this Agreement. Throughout the grievance/arbitration procedure, an aggrieved employee shall have the rights guaranteed by RCW 41.56.080 to represent themselves, so long as any resolution is not inconsistent with the terms of this agreement and as long as the Guild has been provided notice and an opportunity to attend any meeting called to resolve the grievance. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration, which right shall be reserved to the Guild in its discretion in accordance with its duty of fair representation. Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure. There shall be no change in the nature of any grievance after it is filed.

5.1.1 An employee has the right to have a Guild representative, Guild officer or Shop Steward present at each step of the grievance procedure.

5.2 A grievance shall be processed as follows:

Step 1 - The grievance shall be submitted in writing to the Parking Enforcement Section Manager within twenty (20) business days of the alleged contract violation. The grievance shall include a description of the incident and the date it occurred. The parties agree to make every effort to settle the grievance at this stage promptly. The Section Manager should consult and/or arrange a meeting with the employee's supervisor or such other person as is necessary to resolve the grievance. Within ten (10) business days after being notified of the alleged grievance, the Section Manager shall make arrangements for a grievance meeting and shall answer the grievance in writing within ten (10) business days after the grievance meeting.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be submitted in writing by the Guild to the Section Captain with a copy to the City Director of Labor Relations within ten (10) business days after the receipt of the Step 1 answer. The Step 2 grievance shall state the section(s) of the Agreement allegedly violated, provide a detailed explanation of the grievance, and identify the remedy sought.

Within ten (10) business days after receipt of the grievance, the Section Captain shall make arrangements for a meeting between the aggrieved employee, Guild Representative and/or Guild officer or Shop Steward, together with the Section Manager, and departmental labor relations representative. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the Section Captain shall forward a reply to the Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance, as presented in Step 2, as well as a statement of the Guild identifying in general those issues that remain unresolved, shall be forwarded by the Guild within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Guild may also include a statement of the Guild's reasons for not accepting the Step 2 response.

The Director of Labor Relations or their designee shall investigate the alleged grievance and, if deemed appropriate, they shall, within then (10) business days, make arrangements for a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild an answer in writing within ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the alleged grievance is not settled in Step 3, it can be referred for arbitration by one or both parties within 30 calendar days after the decision in Step 3. Upon notice of intent to arbitrate, the City and the Guild shall meet within 30 calendar days to discuss whether there is mutual agreement upon an arbitrator. If a mutual agreement on the arbitrator is not reached within the 30 calendar day period after notice of referral to arbitration, ~~either~~ the initiating (moving) party may submit a request within an additional 30 calendar days to the Public Employment Relations Commission ("PERC") for a list of neutral arbitrators (to be submitted no later than 60 calendar days after the initial notice of referral to Step 4 – Arbitration). Such referral to arbitration will be accompanied with the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Details or nature of the alleged violation.
- C. Position of party who is referring the grievance to arbitration.
- D. Question(s) which the arbitrator is being asked to decide.
- E. Remedy sought.

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 Alternative Dispute Resolution (“ADR”) Coordinator that the grievance was not resolved in mediation.

The City and the Guild will meet to select, by mutual agreement or by alternatively striking names, an arbitrator to hear the parties’ dispute. If the striking method is used, the first party to strike a name will be determined by a coin toss. If the initiating party fails to begin the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration as specified above, the referral to arbitration shall be deemed withdrawn. At any point subsequent to the submission of the grievance, the parties may agree to submit the dispute to a voluntary mediation process through the City’s ADR process or to a mutually agreed upon mediator. Following a joint agreement to send the dispute to mediation, the grievance shall be held in abeyance until either, or both, party(ies) decide to end the mediation process, at which point the step timelines specified herein shall resume.

5.3 The parties agree to abide by the award, which shall be final and binding.

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

- A. 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 their power shall be limited to interpretation or application of only the express terms of this Agreement.
- B. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Guild, and each party shall bear the cost of presenting its own case. [Note: One party could bear the cost of the arbitrator for disciplinary grievances submitted to arbitration under the Offer of Settlement procedure.]
- D. The arbitrator’s decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Similarly, any aspect of this Article may likewise be modified by written agreement of the parties.

- 5.6 A grievance in the interest of ten (10) or more of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein. A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Guild and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.
- 5.7 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement; provided however, that this provision does not impair the right to subsequently grieve such directive and to obtain appropriate recourse for said alleged violation.
- 5.8 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Guild to proceed to the next step without waiting for the City to reply at the previous step.
- 5.9 Arbitration awards or grievance settlements shall not be 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.
- 5.10 Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. Discussion between parties that is not reduced to writing shall not be deemed an Offer of Settlement under the provisions of this section. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such Offer of Settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.4 above.
- 5.11 Alternative Dispute Resolution. The City and the Guild encourage the use of the City's Alternative Dispute Resolution (ADR) Program or other ADR process to resolve non-contractual workplace conflicts/disputes. Participation in the City's ADR Program or in another ADR Program is entirely voluntary and confidential.

ARTICLE 6 - DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- 6.1 The City may reprimand orally and/or in writing, suspend, demote, or discharge an employee for just cause.
- 6.1.1 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. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Termination.
- 6.1.2 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 years other than to show notice of any rule or policy at issue.
- 6.1.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 6.2 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or violate the rules and regulations of the department or impair the integrity of the department.
- 6.3 Prior to any disciplinary action being taken against an employee, the employee will be provided a general description of the substance of an investigatory file and be provided an opportunity to respond.
- 6.4 Investigatory Interviews. When an employee attends a meeting for purposes of discussing an incident that the employee reasonably believes may lead to discipline because of that particular incident, the employee shall have a right to be accompanied by a representative of the Guild. If the employee desires Guild representation during the meeting, they shall notify the City and will be provided a reasonable period of time not to exceed twenty-four (24) hours to obtain such representation. This provision does not apply to meetings with employees concerning performance coaching, mentoring, and guidance that are not investigatory in nature.

6.4.1 Employees shall be notified in writing before a finding is made regarding any complaint involving the employee when such complaint will require either a written or oral statement from the employee, or by the nature of the complaint, the employee could be subject to disciplinary action.

6.4.2 The employee will be informed of the nature of the allegations or conduct at issue and given an opportunity to respond before findings are made.

6.4.3 When an employee is a named employee or witness in an Office of Professional Accountability or Equal Employment Opportunity (EEO) investigation, provisions set forth in the attached MOA shall apply. The City may re-open any mandatory subjects of bargaining involved in changes to OPA investigations, EEO investigations, or line investigations.

6.5 Appeals of disciplinary action shall be processed in accordance with the procedures set forth below:

The employee through the Guild may appeal the discipline through the grievance procedure delineated in Article 5; provided that an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the grievance procedure contained herein (with the Guild processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. While the employee must make a timely selection of one, and not both of these appeal options, this selection requirement will not itself act to divest any employee of their right to appeal disciplinary action. In the event both a grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

6.6 Provided the employee has received no further or addition discipline in the intervening period, an oral or written reprimand may not be used for progressive discipline after two years, other than to show notice of any rule or policy at issue.

After three years from the date of an oral or written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief of Police for the removal of the written reprimand from the employee's department personnel file. The Chief, acting in good faith, shall consider the circumstances and the employee's request for such removal and advise the employee of their decision. If the Chief grants a petition for removal of a file, such action shall be noted in the file at the time of removal of the reprimand.

However, 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 the above limitation on use of prior discipline and will not be eligible for removal from the employee's department personnel file, under this Section.

6.7 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.

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.

6.8 Employees covered by this Agreement may examine their personnel file in the presence of a designated Personnel Section representative. Materials placed into the employee's personnel file relating to job performance or personal conduct shall be brought to the employee's attention. Employees who challenge material included in their personnel file may submit to the Personnel Section material relating to the challenge that will be inserted in their personnel file. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the legal and contract provisions regarding employee access to such files. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by departmental regulations; notwithstanding the fact that an employee or their representative may have access to any investigatory file wherein a sustained finding of wrongdoing is determined to have occurred.

6.9 The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts to restrict the disclosure of confidential employee information in the files (which does not include name, payroll title, unit of assignment, rate of pay, and date of hire) to internal use by the City. In addition, the City shall not release such information outside the City without reasonable advance notice to or a waiver signed by the subject employee, unless providing such notice or obtaining a waiver is impractical. The City also agrees that

medical, emergency notification, home address, home telephone number, social security number, beneficiary designation, records of discipline, and performance evaluations shall be kept confidential to the extent permitted by law, and access to such information by City employees shall be limited to those persons authorized to access and needing to know such information.

6.10 Consistent with its protocol for compliance with Washington's Public Disclosure Act, SPD shall provide reasonably advanced notice to employees in response to requests for sustained or unsustained OPA files and in response to requests for information or documents from personnel files other than for documents containing information that is not exempt from disclosure such as position/classification/rate of pay, prior to release of such material.

6.11 Fit for duty medical examinations shall be conducted when there is a reasonable belief to suspect an employee is unable to perform their job and otherwise in accordance with Personnel Rule 8.3, as amended. Fit for duty medical examinations may also be governed by laws and regulations concerning disabilities and medical leaves.

ARTICLE 7 – CLASSIFICATION, WAGES, AND OTHER COMPENSATION

7.1 The classification of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A, which is attached hereto and made a part of this Agreement.

7.1.1 Effective December 26, 2018, wages will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.

7.1.2 Effective December 25, 2019, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.

7.1.3 Effective January 6, 2021, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%:

7.1.4 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.

7.2 The Guild or the City may propose a gainsharing program during the term of this Agreement. Implementation shall be subject to mutual agreement between the Guild and City.

7.3 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 paycheck;

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

- B. If the overpayment involved multiple paychecks, by a prepayment 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 Guild Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

7.4 The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations.

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

7.6 Meal Reimbursement:

7.6.1 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.

7.6.2 When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when the employee is called into work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from their place of residence as a result of such additional hours of work, including while on emergency assignment as provided in Article 8.13.4(E) which prevents the employee from utilizing a Parking Enforcement Unit facility to eat a mid-shift lunch as described in Article 8.3, the employee shall be reimbursed for the cost of such a meal in accordance with Seattle Municipal Code (SMC) 4.20.325.

In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of the employee's next regular shift; otherwise, the employee shall be paid twenty (\$20.00) dollars in lieu of reimbursement for the meal.

7.7 The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 For purposes of this Article the following definitions shall apply:

Work schedule shall be the scheduled days of work.

Work shift shall be the hours scheduled to work on each scheduled day of work.

Work week shall be a seven-day period beginning with the first shift on Wednesday and ending at the conclusion of the evening shift on Tuesday. (The City pay period consists of two such work weeks.)

Normal day's work shall be eight (8) hours.

Normal week's work shall be forty (40) hours.

8.2 Work schedules shall normally consist of five consecutive days (Monday through Friday or Tuesday through Saturday) followed by two consecutive days off except as provided below:

In the event an employee is assigned to work on a Saturday which is a normally scheduled furlough day, Sunday will normally be one furlough day and Monday will be the other. Subject to staffing needs, the Parking Enforcement Manager or their designee will schedule the second furlough day on any day requested by the employee within the same work week. However, the City cannot compel an employee to take two non-consecutive days off.

8.2.1 Alternative Work Schedules. The parties agree that alternative work schedules, such as 4/10's or 9/80's, may be utilized that are mutually agreed upon in writing by the employees and the Parking Enforcement Manager.

8.3 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes for each four-hour period worked during their regular shift. In addition, employees shall be entitled to a paid fifteen-minute rest period for each four hours worked during their regular shift.

With regard to overtime assignments, the following conditions apply:

- A. Overtime assignments for PEO's in excess of four (4) hours shall include a working meal break, not to exceed 30 minutes.
- B. The working meal break shall be taken by the PEO at a time that will minimize interference with the ability of the PEO to perform their overtime assignment.

- C. The PEO shall notify their supervisor that they intend to take a meal break and the supervisor may decline to approve the meal break or interrupt a previously approved meal break, if the supervisor believes that there is a need for an immediate response by the PEO to a situation.
- D. During a working meal break, the PEO shall monitor radio and remain available to respond immediately. The working meal break shall be taken within or near the location/district to which the PEO has been assigned. In addition, if the assignment involves the use of a vehicle, the PEO shall remain at or near their vehicle during their meal break.

8.4 All work performed in excess of forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked. Employees shall have the option of electing to receive overtime pay or payment in the form of compensatory time, up to the eighty (80) hour limit as set forth in this section. Any unused accrued compensatory time may be carried over at the end of the year. At no time can the balance of an employee's available compensatory time, including compensatory time that is carried over, exceed eighty (80) hours. No more than eighty (80) compensatory hours may be earned, used or cashed out within a calendar year. Any compensatory time in excess of eighty (80) hours per employee will be cashed out by the department at the end of the last pay period ending in December of each year. Any compensatory hours worked after the last pay period in December will be carried forward into the following calendar year.

A compensatory time use request submitted at least two (2) or more working days prior to the requested date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested date, whichever is earlier. Any request for two (2) or more compensatory days shall be submitted on the standard leave request form. At the time a request for compensatory time off is made employees must have a sufficient balance to cover the request.

8.5 A shift extension is defined as reporting for duty as scheduled within four (4) hours preceding or one hour or less following an employee's regularly scheduled shift. Shift extension hours and fractions thereof shall be compensated at the overtime rate on an hour-for-hour basis.

8.6 In the event overtime is not a shift extension either at the beginning or end of a normal shift, employees who are called back to work after being relieved of duty or required to appear in court in regard to official duties on their normal day off shall receive a minimum of four (4) hours' pay at the overtime rate, and shall

be compensated for any additional time worked beyond the four- (4) hour minimum at the overtime rate of pay for each additional hour or fraction thereof.

8.7 In the event that an employee reports to work on a scheduled workday or when otherwise required and is sent home, said employee shall receive four (4) hours' pay for working four (4) or less hours, and eight (8) hours' pay for working eight (8) hours or less, but more than four (4) hours.

8.8 There shall be no pyramiding of overtime and holiday premium pay.

8.9 Employees may be required to work overtime. The details of the overtime assignment process have been incorporated into this Agreement through Appendix E (hereinafter referred to as the Excel Overtime Assignment System).

8.10 In the event of heavy snowfall or ice conditions where employees cannot safely report to work or when conditions/circumstances are such that management decides to suspend enforcement of parking ordinances and employees are sent home or informed not to report to work, available emergency leave, accumulated compensatory, vacation, or holiday time may be used to offset hours lost from scheduled duty. In the event no emergency leave, compensatory, vacation, or holiday time is available, the employee shall be given leave without pay for such hours. In the event an employee does not receive notice that parking enforcement operations have been suspended and is able to safely report to work, that employee will have the option of remaining at work and performing administrative duties as assigned on a paid status for the balance of their shift. Unless otherwise provided for in this section, City Personnel Rule 3.9.3 shall apply to conditions referenced herein.

8.11 An employee who requests or voluntarily chooses to accept temporary assignment to a lower-paid classification for the primary benefit of the employee shall be paid at the rate of the lower classification. This provision does not apply to limited-duty assignments.

8.12 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for a period of four (4) consecutive hours or longer, the employee shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization.

Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

8.13 Swing shift hours shall include 4:00 p.m. until 11:59 p.m. and graveyard hours shall include 12:00 a.m. until 7:59 a.m.

8.13.1 An employee who is scheduled to work not less than four (4) hours of their regular work shift during the swing shift hours shall receive a shift premium of 65¢ per hour for all scheduled hours worked during such shift. An employee who is scheduled to work not less than four (4) hours of their regular work shift during the graveyard shift shall receive a shift premium of 90¢ per hour for all scheduled hours worked during such shift. Effective December 25, 2019, the shift premium for swing shift hours will increase to one dollar (\$1.00) per hour and the shift premium for hours worked during the graveyard shift hours will increase to one dollar and fifty cents (\$1.50) per hour, subject to the same terms and conditions set forth in Article 8.13 through 8.13.5.

8.13.2 Except for paid sick leave, the above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave. Employees who work this shift for which a premium is paid shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate pursuant to the requirements of the Fair Labor Standards Act.

8.13.3 Involuntary overtime shall be defined as overtime worked during those shifts for which time off is restricted by Department policy and/or which are mandatorily assigned due to City emergency as defined by Appendix E on mandatory overtime. Unless the overtime is involuntary, no shift premium pay will be due employees who work overtime during the swing or graveyard shift hours as an extension of their regular shift or on a call back, if such employees do not regularly work the swing or graveyard shift. If the overtime is involuntary, employees who do not regularly work the swing or graveyard shift will receive the shift premium only for those hours actually worked during swing or graveyard shift hours.

8.13.4 Shift assignment process.

A. The deployment year begins September 1 and shall be divided into two seasons:

Season 1: September 1 - last day of February

Season 2: March 1 - August 31

B. Shift assignment is by Section seniority. With the exception of Specialty Squad assignments, all assignments will be available for selection. Assignments will be listed by district, and those designated as relief.

C. The shift selection process shall begin at least 30 days prior to the effective date of the shift assignment. As part of the shift selection process, an

employee shall indicate their choice for both shift time/days and a district of assignment (e.g., north, south, east, west, all city relief) from available options. Sub-district assignments are made by supervisors after the shift times and districts have been determined through this shift selection process. Employees must select a shift in the same district as their first season selection for any subsequent season in that deployment year.

Shifts that come open between shift assignment processes are filled by supervisor discretion, taking into account any requests from employees assigned to the district and giving priority to employee seniority when possible. The shift shall then be included in the next shift assignment process.

- D. Notwithstanding the employee's choice in shift time/day/deployment location and district assignment, Parking Enforcement Section management may make reassignments of any duration for all employees for purposes of addressing operational needs or special circumstances, including without limitation, an officer's inability to drive a scooter which would require assignment to an area in which enforcement is conducted by walking, or for purposes of addressing other specific performance-related matters, including the training needs of probationary employees.
- E. In case of an emergency requiring a concerted response as determined by the Chain of Command, any and all assignments may be revised on a day-to-day basis to serve the needs of the department in responding to the emergency condition. Upon request, an explanation shall be given to the Guild during the emergency condition or immediately thereafter explaining the reason for the assignment revisions. If the expected length of the emergency condition is to exceed two (2) days, an expected length shall also be provided.

8.13.5 Requests by employees who have successfully completed probation to trade their selected season shifts, or requests by individual employees for a split furlough work week, will be submitted to the Parking Enforcement Manager and will be granted, provided that:

- A. The trade involves the direct exchange of shifts, or series of shifts, by two employees only;
- B. The trade can be accomplished without additional cost or overtime obligation to the employer;
- C. The trade will not interfere with the operations of the employer;

- D. The two employees agreeing to the trade have signed an agreement specifying the date of the trade, the shifts to be traded, and the reason for the trade; and
- E. Their supervisor(s), after having been provided reasonable notice and a copy of the agreement between the two employees, have approved the trade, which approval shall not be unreasonably denied.
- F. Individual employees submitting a request for a split furlough work week shall submit their request, in writing, to the Parking Enforcement Manager; and
- G. Employees may be subject to discipline for failure to report as scheduled to a shift to which they have agreed to report as a result of a trade.

8.14 Secondary Employment Permits. The review of requests for secondary employment permits will be conducted consistent with the Seattle Police Department Manual Section 5.120, except as noted below.

- A. In the event the secondary work permit of an employee is revoked or denied, the employee shall be provided an explanation of the reason and an opportunity to meet with the Section Manager, upon request.
- B. Upon the request of the employee, the denial or revocation of a secondary work permit shall be reconsidered after ninety (90) days. An employee on the mandatory sick leave reporting program, for use of leave not otherwise protected by this contract, City ordinance, and/or state/federal law, may request reconsideration after they are no longer on the sick leave reporting program.
- C. Permits for work of less than four days duration must be approved by the employee's chain of command and must be obtained in writing.

Re-opener on secondary employment. The parties agree that the Agreement may be re-opened for the purpose of negotiating the conditions under which secondary employment may be allowed, eligibility for secondary employment, oversight and coordination of secondary employment, and whether/what work is performed as part of employment with SPD.

ARTICLE 9 – UNIFORMS, EQUIPMENT, AND TRAINING

9.1 Each employee covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance of six hundred and twenty-four dollars (\$624.00). The reimbursement for new employees shall be split so that three hundred and twelve dollars (\$312.00) shall be reimbursed after the first six months of employment and the remaining three hundred and twelve dollars (\$312.00) shall be reimbursed after one year of employment.

9.1.1 The Parties agree to convene the Uniform Committee, per Section 9.5 below, in order to discuss and provide input on uniforms which clearly identify PEOs for the public and for other public safety personnel.

9.1.2 The City will establish standards for acceptable footwear, subject to input from the Uniform Committee, no later than June 1, 2020. At such time as the footwear standards are finalized the following shall become effective:

Footwear Reimbursement - The City shall pay up to the amounts in A and B below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear, when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair.

A. Effective upon finalization of the footwear standards in 2020, employees may receive reimbursement for a maximum of one-hundred seventy dollars (\$175) for authorized footwear purchased in 2020.

B. Effective January 1, 2021, employees may receive reimbursement for a maximum of two-hundred dollars (\$200) for authorized footwear purchased in 2021.

9.2 The City shall furnish badges, radios, whistles, traffic flashlights, flashlight batteries, traffic gloves and flagging vests. The City shall provide all necessary uniforms and equipment to bicycles, chariots, or Segways (“BCS”) designated PEOs consistent with the current practice. Equipment issued to employees related to their deployment on BCS shall be returned to the employer by the employee upon completion of that assignment.

9.3 The City agrees to allow each employee to dress in either civilian clothes or the duty uniform when subpoenaed to court during off-duty hours. Said clothing shall be neat, proper, clean, and consistent with department standards for civilian dress.

- 9.4 A transition period of two (2) weeks shall be established by the department management which shall cover the period when employees are changing from the winter uniform to the summer uniform and from the summer uniform to the winter uniform. The uniform choice during the transitional period shall be established by the Section Manager with recommendations from the Parking Enforcement Officers' Uniform Committee.
- 9.5 A Uniform Committee may be established by the Guild and said Committee may recommend uniform changes with regard to style, color, material, and type of uniform to be worn while on duty to the Section Manager. Such Committee, if established, shall be notified in advance and provided an opportunity for input in regard to any uniform changes.
- 9.6 At any time of the year, employees shall have the option of wearing either long-sleeved or short-sleeved uniform shirts.
- 9.7 The City will repair or replace uniforms or City-furnished personal equipment damaged, destroyed, or lost in the line of duty in accordance with Section 9.030.IV of the Police Department Manual, except when caused by the employee's own negligence.
- 9.8 Vehicle assignments shall first be made in the sole discretion of management with consideration of operational efficiency and valid medical or safety reasons; provided, however, that if operational efficiency or medical needs are not implicated, vehicles shall be assigned based upon seniority.
- 9.9 It is agreed by the City and the Guild that employees have a reasonable expectation of privacy in their assigned lockers; provided, however, that the City may subject all PEO lockers, or a randomly selected portion of PEO lockers, to a routine inspection upon order of the Section Manager (or designee) and after reasonable advance notice to the Guild and the PEO's. Individual lockers may be entered without prior notice only under exigent circumstances upon the order of a Lieutenant or above. If the City reasonably believes that a particular locker has been abandoned, the City may inspect such locker after providing reasonable notice through posting the locker or otherwise. Nothing in this section shall diminish or impair the PEO's right to privacy in the contents of items within such locker as otherwise provided by law.

9.10 The City and the Guild agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Guild. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development. Training requests will be denied or granted at least seven (7) calendar days prior to the scheduled training requested.

ARTICLE 10 – HOLIDAYS

10.1 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
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

10.2 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

10.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

10.4 Employees on paid status on or prior to October 1 shall be entitled to use one personal holiday as referenced in Section 10.1 during that calendar year. Employees on paid status on or prior to February 12 shall be entitled to use an additional personal holiday as referenced in Section 10.1 during that calendar year. The personal holiday can be used in the same manner as any earned vacation day, except that new employees are not restricted from using their personal holiday during the first six months of employment.

"Paid status" is defined as paid hours of work plus paid time off such as vacation, holidays and sick leave.

10.5 To qualify for holiday pay, employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

10.6 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times their straight-time hourly rate of pay for hours worked.

10.7 Holidays enumerated in Section 10.1 which fall upon a Saturday or Sunday shall be recognized and paid, per Section 10.6, on those actual calendar days for employees who are regularly scheduled to work those days as part of their regular forty- (40) hour work week. Holiday premium pay, per Section 10.6, shall be paid only once for any holiday.

10.7.1 Employees who have either:

- A. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status, or
- B. are accruing vacation at a rate of .0615 or greater on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

ARTICLE 11 - VACATIONS AND LEAVES OF ABSENCE

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, 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 computing vacation.

11.3 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.

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

- 11.4 Eligible employees shall accumulate vacation from the date of entering City service and may use accumulated vacation with pay after one thousand forty (1040) hours on regular pay status with department approval. 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.
- 11.5 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.
- 11.5.1 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 is reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three 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, and approval shall not be unreasonably denied. Provided that the vacation time could be taken within such three-month period, no extension of this grace period will be allowed.
- 11.6 The minimum vacation allowance to be used by an employee shall be one (1) hour.
- 11.7 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.
- 11.8 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be disbursed to the employee's designated beneficiary(ies) or the employee's estate.
- 11.9 Pursuant to Section 11.10 below, the Parking Enforcement Manager 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 possible in light of staffing needs of the Section and/or the employee's shift.
- 11.10 Vacation requests for the January 1 – March 31 period shall be submitted no later than October 1. Such requests shall be approved or denied by Management and returned no later than November 1. Vacation requests for the April 1 – December 31 period shall be submitted no later than January 31. Such requests shall be

approved or denied by Management and returned no later than March 1. Seniority shall govern if there are conflicts between vacation requests. After the October 1 and January 31 deadlines have passed and when Management's responses have been made, vacation requests shall be granted on a first-come, first-served basis. In all other circumstances, provided a vacation request is submitted at least two (2) or more working days prior to the requested vacation date, responses to such requests shall be returned to the employee, either approved or denied, no later than five (5) working days from the date of the request or the working day prior to the requested vacation date, whichever is earlier.

11.11 In the event that an employee becomes seriously ill or seriously injured while on vacation and it can be established that the employee is incapacitated due to the illness or injury, the day or days that the employee is sick under these circumstances may, upon the request of the employee, be deducted from their accrued sick leave time rather than vacation, and they will for all purposes be treated as though they were off solely for the reason of the illness or injury. Upon request, the employee shall submit medical documentation of the illness or injury from the attending physician regardless of the number of days involved.

11.12 Except for family and medical leave (FMLA), or other protected unpaid leave granted pursuant to federal, state or local law, or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered according to City Personnel Rules, and as follows:

- A. Upon approval by the Chief of Police or their designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave and compensatory time they had previously accrued before beginning the leave.
- B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave they had previously accrued before beginning such a leave. Provided: the department head may deny the use of vacation leave that is requested for health reasons.
- C. Employees may request an unpaid leave of absence by submitting a leave of absence request form. If denied, the reasons for such denial shall be provided to the employee in writing.
- D. The department shall make reasonable efforts to assign employees returning to work following an approved unpaid leave of absence of less than sixty (60) days to the last shift to which the employee had been assigned prior to going on leave.
- E. Seniority status within the Section shall not be affected by an unpaid leave of absence of one hundred eighty (180) days or less in duration.

11.13 Pay for Deployed Military. 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.

A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their 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.

11.14 Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of the Seattle Municipal Code, Chapter 4.33.

11.15 Reinstatement. Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

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

12.1 The City shall provide medical, dental, and vision plans (Kaiser Standard, Kaiser Deductible, Aetna Traditional and Aetna Preventive as self-insured plans, Delta Dental of Washington, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by Guilds that are a party to the Memorandum of Agreement established to govern the plans. 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.

12.1.2 The Memorandum of Agreement governing the Health Care Committee shall not be amended so that for the term of this contract the following concepts shall continue to apply:

- A. The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year;
- B. The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 12.1, above;
- C. After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;
- D. **Intent: Plan designs are to be maintained during this Contract, not to be diminished.** The respective health care plan benefit designs may only be modified by the Health Care Committee for any contract year by the written, mutual agreement of the parties (Coalition of City Guilds and the City);
- E. **Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums.** Use of resources from the RSF during any contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and
- F. No decision by the Health Care Committee shall be permitted that modifies the established percentages established in c), above.

- 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.
- 12.2 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a 90-day elimination period, which insures 60% of the employee's first \$667 base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a 90-day elimination period, which insures 60% for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.
- 12.2.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Article and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term plan shall provide substantially equivalent benefits.
- 12.3 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.
- 12.3.1 Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows: Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 12.3.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.4 The City may offer an option for employees to purchase a new-long term care benefit for themselves and certain family members.
- 12.5 New regular employees will be eligible for benefits the first month following the date of hire (or immediately if hired on the first working day of the month).

ARTICLE 13 - SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY LEAVE

- 13.1 For eligible employees, sick leave credit shall accumulate at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 14.16.
- 13.1.1 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 sick leave credits during such thirty- (30) day period.
- 13.1.2 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 Chapter 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 Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
 - 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 Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
 - D. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW; or
 - 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 13.2.E and 13.2.F must end before the first anniversary of the child's birth or placement.

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

- 13.1.3 Unlimited paid sick leave credit may be accumulated. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation can be transferred, in accordance with Ordinance 90789 as now or hereafter amended, to the payment of health care premiums, pursuant to a VEBA trust election by eligible employees in the bargaining unit as set forth in Appendix B. If employees in the bargaining unit elect not to participate in a VEBA account as set forth in Appendix B, then an employee will receive payment for twenty-five percent (25%) of their unused sick leave at the straight-time rate of pay of such employee in effect on the day prior to the employee's retirement or may cashout their sick leave at 35% and deposit those dollars into the employee's deferred compensation account, subject to the applicable IRS annual limits for deferred compensation contributions.
- 13.1.4 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 the employee's designated beneficiary(ies).
- 13.1.5 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 Seattle Municipal Code 14.16, and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Article 8.12 for sick leave use and rate of pay for out-of-class assignments.
- 13.1.6 Rate of pay for sick leave use 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 they 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 their schedule.
- 13.1.7 In order to receive paid sick leave for reasons provided in Article 13.1.2 A. through 13.1.2.F, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four (4) consecutive days.

13.1.8 Conditions Not Covered - Employees shall not be eligible for paid sick leave:

- A. When suspended or on non-medical leave without pay and when laid off or on other non-pay status.
- B. When off work on a holiday.
- C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

13.1.9 Prerequisites for Payment

- A. Prompt Notification: The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.
- B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability that they will be using paid sick leave.
- C. Claims to be in 15-minute increments: Paid sick leave shall be claimed in 15-minute increments to the nearest full 15-minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.
- D. Limitations of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness, disability or other qualifying reasons. 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.

13.2 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.

13.3 Bereavement Leave - Regular employees shall be allowed five (5) days off with pay for bereavement purposes in the event of the of any close relative.

In like circumstances and upon like application the department head or designee may authorize for 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. For purposes of this Section the term "close relative" shall mean the spouse or domestic partner, child, mother, father, brother, sister, grandchild, grandfather, or grandmother of the employee or of the spouse or domestic partner of such employee, and an employee's legal guardian, ward or any person over whom the employee has legal custody. The term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, or nephew of such employee or spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, or nephew of spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

13.4 Emergency Day: Paid leave will be granted for one (1) day or a portion thereof per calendar year (and without a reduction in earned sick leave or vacation) subject to approval of the employee's supervisor and/or Section director when it is necessary that the employee be off work to attend to an unforeseen emergency with respect to the employee's household that necessitates immediate action on the part of the employee:

- A. The employee's spouse or domestic partner, child, parents or grandparents has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall 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.

Requests for an emergency day shall be directed to the Section Manager in writing. When prior approval of an emergency day is not practical requests may be made after the fact.

The “day” may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, no more than eight (8) hours shall be allowed in any calendar year. In unforeseen emergencies that require additional time beyond eight (8) hours, the employee may request the use of accrued leave, with the exception of sick leave unless allowed under Article 13. The employee may request leave without pay in accordance with Article 11.12.

ARTICLE 14 - ON-THE-JOB INJURY OR ILLNESS

14.1 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 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.

14.1.1 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 the employee's sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance, or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

Such compensation shall be authorized by the Seattle Human Resources Director or 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. Such authorization shall not be unreasonably withheld.

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

14.2.1 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening,

conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

14.3 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 14.1. 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 14.1.

14.4 Any employee eligible for workers' compensation benefits under SMC 4.44 whose on-the-job injury or illness prevents the employee from performing their regular duties but who, in the judgment of a physician, could perform other duties which would not aggravate or worsen the worker's injury or illness may be offered a limited duty assignment, if such work is available. The duties of such an assignment will be consistent with the medical restrictions identified by the physician. An employee working a limited duty assignment shall be subject to the requirements of the department manual section regarding such assignments (in effect as of the date of this Agreement) and shall be compensated at the employee's sick normal rate of pay. Refusal to accept an appropriate limited duty assignment may result in the loss of workers' compensation benefits.

14.5 The department shall make reasonable efforts to assign an employee returning to full duties within two hundred sixty (260) work days following an on-the-job injury to the last shift to which the employee had been assigned prior to the injury.

14.6 Sick leave shall not be used for any disability herein described except as allowed in Section 14.1.1.

- 14.7 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid; provided, however, that employees who are not eligible to receive such supplemental benefits shall be entitled to receive State Industrial Insurance Compensation and Medical Aid, if eligible.
- 14.8 Appeals of any denials under State Industrial Insurance Compensation and Medical Aid (not supplemental benefits) shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 14.9 Except as otherwise specifically provided herein, this Article shall in no manner affect employees' eligibility to receive full benefits and rights provided by applicable federal, state and local law.
- 14.10 A probationary employee who believes that they have been discharged or otherwise discriminated against by the City in violation of RCW 51.48.025, based upon the employee's sick filing or communicating to the employer an intent to file a claim for compensation or exercising rights under Chapter 51.48 RCW, may request review of such an allegation by the Chief of Police or their designee.

ARTICLE 15 – RETIREMENT

- 15.1 Pursuant to Ordinance 7844 as amended, all employees shall be covered by the Seattle City Employees Retirement System.
- 15.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 16 – JOINT LABOR-MANAGEMENT COMMITTEE

- 16.1 The City and the Guild agree to establish a Joint Labor-Management Committee (“JLMC”). The participants on the JLMC shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.
- 16.2 The purpose of the JLMC is to serve in an advisory capacity and deal with matters of general concern to the Guild and to the City as opposed to individual complaints of employees.
- 16.3 Either the Guild representative or the City representative may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. Subjects for discussion at the JLMC during the term of this Agreement shall be identified in advance. The parties shall alternate, meeting by meeting, the chair responsibilities. The person acting as chairperson shall develop a written agenda for the meeting with input from both parties identifying the subjects for discussion and shall distribute the agenda to all JLMC members one week prior to the meeting.
- 16.4 JLMC meetings shall be scheduled during the employees’ normally scheduled work hours and shall constitute paid work time. The Guild may request paid time for one member of its Executive Board to attend City labor relations meetings which directly impact the Guild, subject to approval by the Parking Enforcement Manager (or designee).
- 16.5 Any decisions or agreements reached by the JLMC shall be put in writing and distributed to the Guild and the Section Commander.
- 16.6 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 control, and customer service.

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

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

The parties support the use of the EIC process to explore potential alternative work schedules for employees. The adoption of any alternative work schedule shall be by mutual agreement.

ARTICLE 17 - GUILD REPRESENTATIVE, SHOP STEWARDS
AND BULLETIN BOARDS

- 17.1 A Guild officer or shop steward may, after notifying the appropriate supervisor in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such officer or shop steward shall limit their activities during such investigations to matters relating to this Agreement. The Guild's representatives shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.
- 17.2 The Employer shall afford Guild officers and shop stewards a reasonable amount of time while on duty to consult with aggrieved employees, provided that the Guild officers and shop stewards or the aggrieved employee contact the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with parking enforcement operations. On-duty consultations with aggrieved employees of more than thirty (30) minutes must be requested in writing and responded to in writing by the Section Commander or their designee.
- 17.3 The Guild may appoint a shop steward for each shift within the Parking Enforcement Section. In turn, the Guild shall furnish a current list of shop stewards to the Police Department and the City Director of Labor Relations. Stewards shall be regular full-time employees and shall perform their regular duties as such. While on the job, shop stewards shall function as the Guild's representatives for the purpose of informing the Guild of any alleged violations of this Agreement, investigating and processing grievances relating thereto, informing members of Guild business, and serving as Guild representatives in circumstances where a member is entitled to Guild representation, as long as said Guild duties do not deter the stewards from satisfactorily performing their regular job duties and do not result in an unreasonable amount of time being spent on Guild business. See also – Appendix F.
- 17.4 Guild representatives shall track and report in the Daily Activity Report all on-duty time spent performing Guild duties. Such time must be a reasonable amount and must not unreasonably impede or interfere with Parking Enforcement Section operations. Department pre-approval for on-duty time in excess of a total of 30 minutes in a shift spent performing Guild duties is required and will not be unreasonably denied.
- 17.5 The parties to this agreement recognize the value to both the Guild and the City of having employees express their perspectives as part of the negotiations process. Therefore, effective January 1, 2005, employees who participate in the bargaining as part of the Guild's bargaining team during the respective employee's work hours

shall remain on paid status, without the Guild having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

- 1) Bargaining preparation and meetings of the Guild's bargaining team other than actual negotiations shall not be applicable to this provision;
- 2) No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision;
- 3) If the aggregate of one hundred fifty (150) hours is exceeded, the Guild shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs;
- 4) In the interest of maintaining necessary staffing levels, no more than four (4) employees shall attend a negotiation session at one time as part of the Guild's bargaining team. Additionally, the parties agree that shift adjustments will be accommodated to allow the Guild's bargaining team to participate in negotiations.

17.6 City work hours shall not be used by employees or Guild representatives for the conduct of Guild business or the promotion of Guild affairs other than as provided in this Article, Article 5, Grievance Procedure, including one (1) Guild representative at any arbitration hearings), and Article 16, Joint Labor-Management Committee, and no City property or facilities, including vehicles, shall be used for Guild business or any other non-City purpose. Prohibited "Guild business" includes but is not limited to internal workings of the Guild, managing the Guild budget, overseeing Guild accounting, voting on Guild business or other internal administrative affairs of the Guild. Except: inter-office mailboxes and conference rooms may be used for Guild business provided such usage does not interfere with City work, does not occur during City work time, and is used with prior management approval. Preparation for JLMC meetings shall not occur on City work hours.

17.7 Guild officers, shop stewards and employees shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, or for exercise of any rights protected by RCW 41.56; however, under no circumstances shall Guild officers and/or stewards interfere with orders of the employer or unilaterally change working conditions.

17.8 Upon request and not more than three (3) times per year, the Employer shall furnish the Guild a listing of all active employees within the bargaining unit.

- 17.9 The City shall provide bulletin board space for the use of the Guild in areas accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for postings that promote or oppose a ballot issue or assist a candidate for public office, or are otherwise inappropriate for the workplace. Postings involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Parking Enforcement Officers' Association. Absent exigent circumstances, the City shall provide the Guild with notice when it considers a posting inappropriate and provide the Guild an opportunity to remove such notice.
- 17.10 The City will consider in good faith, factoring in department needs, any request by the Guild President or their designees for granting a Guild member a day of leave with pay to attend to official Guild business. The City may consider requests for up to five day-long absences aggregate for the unit per calendar year. The Guild shall reimburse the City for the time Guild member(s) spend on such a leave of absence at the member's hourly rate of pay, within two weeks of the pay period in which the member is paid for the leave day(s). Time spent by Guild members in contract negotiation sessions is not subject to this paragraph.

ARTICLE 18 – SAFETY STANDARDS

- 18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as a minimum by state codes, City standards shall prevail.
- 18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in Department and City safety programs.
- 18.3 A representative from the bargaining unit, designated by the Guild, shall serve on the Department Safety Committee. With the approval of the PEO Supervisor, said representative will be allowed time off with pay to attend safety meetings, as scheduled by the Department.
- 18.4 The City and the Guild are committed to maintaining a safe work environment. The City and the Guild shall determine and implement mechanisms to improve effective communications between the City and the Guild regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Guild.

ARTICLE 19 - TRANSFER, VOLUNTARY REDUCTION,
LAYOFF, AND SERVICE CREDIT

19.1 Transfer:

- A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.1D5 of this Article.
- B. Intradepartmental 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 Human Resources Department within five (5) days of its effective date.
- C. Employees reemployed as Parking Enforcement Officers after resigning to enter the Police Academy training, or otherwise resigning in good standing, shall be returned to their former Parking Enforcement Officer salary step, shall retain their formerly accrued sick leave balance, and shall retain prior service credit for purposes of vacation accrual and seniority under the terms of this contract provided the employee is reemployed within twelve (12) months after leaving the bargaining unit or the Academy.
- D. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:
 - 1. Transfer in the same class from one department to another;
 - 2. Transfer to another class in the same or a different department in case of injury in line of duty, either with the City service or with the armed forces in time of war, resulting in permanent partial disability where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
 - 3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.5C.

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

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

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.
5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1D4 of this Article is not practicable.
6. The Seattle Human Resources Director may approve a transfer under Section 19. D1, D2, D3, D4, or D5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.
7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 19.1 shall serve probationary and/or trial service period as may be required in Section 20.5.

19.2 Voluntary Reduction:

- A. A regularly appointed employee may be reduced to a lower-class upon the employee's written request stating the reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.
- B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

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

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

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

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

1. Interim appointees;
2. Temporary or intermittent employees not earning service credit;
3. Probationary employees*;
4. Trial service employees* (who cannot be reverted in accordance with Section 20.4B); or
5. Regular employees* in order of their length of service, the one with the least service being laid off first.

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

B. However, the City may lay off out of the order described above for the reason cited below:

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

C. At the time of layoff, a regular employee or a trial service employee (per 19.5A(4) above) shall be given an opportunity to accept reduction(bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1D4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.6.

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

- E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.
- F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
- G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:
 - 1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
 - 2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
 - 3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
 - 4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 20, Section 20.4, shall apply.
 - 5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 20, Section 20.4, shall apply.
 - 6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List

without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.
 8. The Guild agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Guild representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.
- H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

19.6

- A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class, and shall be applicable in the department in which employed and specifically as follows:
- B. General Provisions:
1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments, and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;
 2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;
 3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;
 4. Credit will be given for service prior to an authorized transfer;

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

- (a) Jury duty;
- (b) Disability incurred in line of service;
- (c) Illness or disability compensated for under any plan authorized and paid for by the City;
- (d) Service as a representative of a Guild affecting the welfare of City employees;
- (e) Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

- 1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;
- 2. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

19.7

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

ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

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 promotion or transfer to a one classification to a different 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.

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.

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.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they 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.

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

- A. 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.
- B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

20.3 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 City will provide the Guild with concurrent electronic notification of any probationary dismissal notice. The reasons for the dismissal shall be filed with the Seattle Department of Human Resources Director and a copy sent to the Guild.

- A. 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.
- B. Should a probationary employee be provided a meeting with their Supervisor prior to the termination date to discuss the probationary dismissal, the employee shall be entitled to have Guild representation present at the meeting for the purposes of ensuring that probationary employee is afforded all contractual and procedural rights for which they are entitled. All reasonable efforts shall be made to provide the Guild with sufficient notice to provide a Guild representative, generally no less than three (3) hours notice.

20.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently promoted or transferred to a position in another classification shall serve a twelve- (12) month trial service period, in accordance with Section 20.1.

- A. 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.
- B. An employee who has been promoted or transferred 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.

- C. 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.
- D. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- E. The names of regular employees who have been reverted for purposes of reemployment 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.
- F. 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.
- G. 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.
- H. A reverted employee shall be paid at the step of the range that they normally would have received had the employee not been promoted or transferred.

20.5

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 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.

- A. 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.
- B. 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 terms 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.
- C. 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.

20.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, 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.

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 19.

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 thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 21.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

ARTICLE 22 - ENTIRE AGREEMENT

22.1 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, provided; however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

22.2 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 party 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 23 - SUBORDINATION OF AGREEMENT

- 23.1 It is understood that 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 or different from the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 23.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and Personnel Rules and said Ordinances and Personnel Rules are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall become effective on January 1, 2019, or upon signing by both parties, whichever is later, and shall remain in 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.

24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent required by RCW 41.56 until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Guild with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

24.3 The Guild and the City agree to the following:

- A. A reopener on impacts associated with revisions made to the Affordable Care Act (ACA);
- B. For the duration of the agreement, SPEOG agrees that the City may open negotiations associated with any changes to mandatory subject related to the Gender/Race Workforce Equity effort;
- C. For duration of the agreement, SPEOG 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 re-opener on the impact of 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 in draw down requirements associated with the City's Paid Family and Parental Leave programs.

Signed this ____ day of _____, 2019.

Executed Under Authority of
Ordinance No. _____.

SEATTLE PARKING ENFORCMENT
OFFICERS' GUILD

THE CITY OF SEATTLE

By _____
Cynthia McNabb, Attorney at Law

By _____
Jenny A. Durkan, Mayor

By _____
Nanette Toyoshima, President

By _____
Jana Sangy, Labor Relations Director

APPENDIX A

HOURLY RATES OF PAY

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

	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
Parking Enforcement Officer	\$27.94	\$28.85	\$29.90	\$30.80	\$31.94

[Total Annual Wage Increase (AWI) for Year 1 calculated as follows: 3.5% CPI + 0.5% = 4.0%]

A.2. Effective December 25, 2019, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%:

	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
Parking Enforcement Officer	\$28.95	\$29.89	\$30.98	\$31.91	\$33.09

[Total Annual Wage Increase (AWI) for Year 2 calculated as follows: 2.6% CPI + 1.0% = 3.6%]

A.3. Effective January 6, 2021, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%:

	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
Parking Enforcement Officer	-TBD-	-TBD-	-TBD-	-TBD-	-TBD-

A.4. The rates are illustrative of the percentage increases that are provided for in Articles A.1, A.2, and A.3. Any discrepancies shall be governed by the percentage wage increases cited in Articles A.1, A.2, and A.3.

APPENDIX B

VEBA

B.1 Retirement VEBA

B.1.1 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.

B.1.2. Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:

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

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 12/31/2021.

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 deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

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

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

D. If the members of the bargaining unit who have satisfied the eligibility-to-retain requirements described in paragraph B.1 above 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.

**B.2 Standard/Active VEBA - Contributions from Employee Wages
(All Regular Employees in Bargaining Unit)**

B.2.1. 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.

B.3. **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.

B.4. **Sabbatical Leave and VEBA:** Members of a bargaining unit that votes to accept the VEBA and who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

APPENDIX C

SPECIAL ASSIGNMENTS

A. Special Assignment Definition

The Department may assign Parking Enforcement Officers to a Special Assignment according to the procedures outlined below. Special Assignment is defined as a specific job assignment requiring specialized training, knowledge, skill, physical ability or expertise. Parking enforcement Special Assignments include, but are not limited to:

- i. License Plate Recognition (LPR)
- ii. Scofflaw/Booting
- iii. Abandoned Vehicle
- iv. Disabled Placard
- v. Customer Service Report (CSR)

B. Special Assignment Selection Process

Special Assignments will be open to all PEOs who have completed three (3) years of service and meet the minimum requirements as outlined for each assignment. The Special Assignment selection process will be used for both trial and new assignments. Each Special Assignment will have a written job description and minimum qualifications, as well as any desired qualifications. Desired qualifications and any other criteria considered for the specific Special Assignment position shall be listed in the Special Assignment Opportunity announcement.

A written Special Assignment Opportunity announcement stating that one or more specific Special Assignment positions are available will be sent by email to all PEOs at least fourteen (14) calendar days before letters of interest are due. The Special Assignment Opportunity announcement will include the desired qualifications and any other criteria that will be considered in selection process.

PEOs interested in being considered for Special Assignments will be required to submit to a letter of interest for the available position to their supervisor, to include their qualifications and reason for applying for the position. PEOs may also submit a resume along with a letter of interest; however, resumes are not required and will not be accepted as a substitute for an employee's letter of interest.

- a. The City will select PEO applicants for training based on a content review of the PEO applicants' letters of interest and resumes (if submitted) and consideration of other factors including past performance evaluations and information contained in the employee's personnel file. Consideration shall also be given to qualified PEO applicants who have not been selected for any Special Assignment in the last three years.

- b. After training, the City will designate up to 8 employees as alternates for each Specialty Assignment, giving consideration to the information referenced in 2(a) above and performance in training. The City may designate an employee as an alternate on more than one Specialty Assignment list.
- c. At any time a PEO may give notice of withdrawal from the alternate list. SPD may remove an alternate from the list at any time at its discretion.
- d. If SPD concludes that there is additional capacity on an alternate list, it may open the alternate lists for letters of interest at any other time at its discretion.
- e. SPD anticipates that alternates will generally be offered an opportunity to fill temporary vacancies on a rotational pull.
- f. If a vacancy in a Special Assignment occurs during that time, either through voluntary reassignment, voluntary withdrawal or documented performance concerns, the City will fill the vacancy by selecting at its discretion from the then-current alternate list.
- g. When a PEO accepts a vacated Special Assignment, the employee will report to the vacated assignment's deployment location.

C. Guild Notification

Upon request, management will provide the Guild with a list of the PEO's who applied for a Special Assignment generated by a Special Assignment selection process within thirty (30) days of the selection. Management will notify the Guild at least thirty (30) days prior to the elimination of any Special Assignment position unless extenuating circumstances justify a shorter period of notice. If providing thirty (30) days notice does not occur due to extenuating circumstances, Management will provide as much notice as is practical.

D. Special Assignment Rotation Policy

Effective January 1, 2020, PEO's in a Special Assignment shall remain in a specific Specialty Assignment for no more than three (3) consecutive years unless there are no qualified PEO applicants interested in the assignment. PEO's completing their three (3) year Special Assignment may be considered for a two (2) year extension based on their job performance, the operational needs of the Department and their letter of interest, only if there are no other qualified PEO applicants who have not served in a Special Assignment during the previous year. Whenever an assignment period is completed, if the Department desires to refill the assignment, the selection procedure as outlined above shall be followed. However, PEO's who have served a full three (3) year term (or five (5) years including an extension if permitted) in the same Specialty Assignment shall be restricted from applying for the same Specialty Assignment for one (1) year unless no other applications for that Specialty Assignment are received. Rotation or removal for non-disciplinary reasons from a Special Assignment position is not subject to the grievance procedure.

APPENDIX D

TEMPORARY EMPLOYEES

1. The City may use temporary employees solely for the following uses:
 - a. As replacements for any regular employee for the duration of an absence from field duty for vacation, extended sick/disability leave, leave of absence, maternity leave, limited duty, and suspension; and
 - b. To fill vacant full-time, regularly budgeted PEO positions for a maximum of three (3) months, at which time the position will be filled with a regular full-time PEO.
2. Staffing levels of the Parking Enforcement Unit will not be affected by the employment of temporaries. The purpose of the City's utilization of temporary PEO's is to maintain services which could be lost due to the limited duty or extended absences of regular, full-time PEO's and temporary position vacancies, not to replace full-time regularly budgeted PEO positions. The use of temporary PEO's shall not reduce the normally scheduled 40-hour workweek of any regular full-time PEO.
3. Once a temporary PEO has completed the PEO field training program, they shall be considered in determining whether or not daily staffing has been met. Trained temporary PEO's shall be considered in determining whether or not minimum staffing for a shift has been met for purposes of granting a pre-approved vacation for four (4) days or more.
4. Temporary PEO's will be selected, hired and receive the complete training provided for regular full-time PEO's. Field duties will not be assigned to temporary employees until after their basic training program is successfully completed.
5. Temporary PEO's will not be used as replacements for regular full-time PEO's working special events or other assigned overtime, or be allowed to perform parking enforcement related off-duty work. Temporary PEO's will not be allowed to work any overtime, except in emergency situations when all other regular, full-time, on-duty personnel resources have been exhausted.
6. Temporary PEO's will not at any time be assigned office work or otherwise fill light duty assignments, unless all regular, whether limited duty or full-time, on-duty personnel resources have been exhausted.
7. Fully trained temporary PEO's may be assigned to any shift. However, temporary PEO's may not be assigned to the Parking Enforcement Unit task force.

8. Temporary PEO's will be expected to comply with the same uniform standards as required for regular full-time PEO's as set forth in the manual. Upon being hired by the Police Department to work as a temporary PEO, the temporary PEO shall be responsible for purchasing the full PEO uniform. Upon purchasing the uniform, the temporary PEO shall provide the Police Department with copies of the purchase receipts and will receive a uniform allowance as follows:
 - a. One-half of the uniform allowance as set forth in Section 9.1 of the applicable labor agreement upon the initial purchase of the uniform;
 - b. The second half of the uniform allowance as set forth in Section 9.1 of the applicable labor agreement after working one thousand forty (1,040) hours of temporary assignment work;
 - c. The full uniform allowance as set forth in Section 9.1 of the applicable labor agreement after working each additional two thousand eighty-eight (2,088) hours of temporary assignment work thereafter; and
9. Temporary PEO's will receive the entry level pay for PEO's, title number 4270.0, as set forth in the City's Salary Schedule and Compensation Plan, plus a percentage premium in lieu of benefits as set forth in the City's "Temporary Employment Policies and Procedures".
10. Upon completing a Metro Bus Pass Assignment Form, temporary PEO's will be issued a Metro bus pass by the City for the duration of each assignment or consecutive assignment. The Metro bus pass shall be returned promptly to the City upon completion of the assignment or consecutive assignment.
11. Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

APPENDIX E

OVERTIME AND EXCEL OVERTIME SYSTEM

I. **APPLICABILITY**

- A. SPEOG and SPD share a commitment to public safety and recognize that meeting service needs – especially peak needs and unpredictable needs – requires overtime work and may not permit advance notice of necessary overtime work. SPD will schedule overtime by voluntary processes consistent with the procedures below and whenever practicable and will seek to maximize notice to PEOs of any mandatory overtime.
- B. It is an agreed upon expectation that all Parking Enforcement Officers (PEOs) will participate in the Excel Overtime Assignment System and work overtime for which they are assigned on a voluntary or mandatory basis.
- C. Overtime covered in this Appendix is as follows:
 1. **Special events** are assigned a special event number and require overtime when there is a need for additional staffing to cover additional service needs associated with an event.
 2. **Emphasis Patrols** are overtime shifts to meet City service needs that exceed normal staffing, generally without any applicable special event number, that are staffed enough in advance for the time frame provided in Section III, Method of Assignment for Emphasis Patrol, to be feasible.
 3. **Overtime to cover service needs** that exceed normal staffing but necessitate PEO coverage, such as emergent or critical incidents, large traffic accidents requiring closure/re-routing, impacts associated with unanticipated protest or crowd gatherings requiring parking enforcement and/or traffic direction, and last-minute changes in dignitary visits or other high-profile visits necessitating the closure or re-routing of streets. This does not include special event, and emphasis patrol processes referenced in (1) and (2) above. It also does not include shift extensions that are not covered by (1) and (2) above.

- D. This appendix does not apply, with the exception of provisions in subsection II (C) of this Appendix, to Department Restricted Day Events, specifically; the Fourth of July Fireworks Displays, New Year's Eve Fireworks Displays, Seafair Torchlight Parade and Seafair Hydroplane Race Days, or overtime worked during shifts for which time off is restricted by Department policy and/or which are mandatorily assigned due to City emergency or SPD policy (see Article 8.9 and 8.13.3).
- E. All the hours worked by a Parking Enforcement Officer during special events will be added to the totals for that PEO in the Excel System. Any supervisor shall make assignments to special events consistent with these procedures. All special events shall be tracked through Excel or equivalent technology.
- F. Newly hired or recently re-hired PEOs will be added to the system once they have been released by the training Supervisor to work special events. Whenever a new employee is added to the system, they will be assigned the highest number of hours accumulated by any single employee currently existing in the system plus one (1) hour.

II. METHOD OF ASSIGNMENT FOR SPECIAL EVENTS

- A. The Excel year begins January 1 and runs through December 31. Time balances in the system shall be reset to zero (0) hours and returned to seniority order on January 1 of each year.
- B. Special event assignments shall not be made more than six weeks prior to the scheduled date of the event. The following special event assignments will be made at least five (5) days (120 hours) in advance of the event: Seahawks, Mariners and Sounders regular season scheduled events.
- C. Assignment of PEOs to a special event shall be made as follows when the staffing request or request to add staff to an already selected event has been made 72 hours or more in advance of an event:
 - 1. Starting with the PEO with the lowest number of hours accumulated in the Excel Overtime System, who is eligible to work, has not requested to be excluded from voluntary overtime, and has not been granted a mandatory overtime exemption from working the day of the event shall be the first assigned to the event. The next PEO on the list, using the same criteria, is the next assigned and so on until all positions for the event are filled.
 - 2. When adding staff to an already selected event, the next available PEO on the current Event Selection List is the next assigned and so on until all additional positions are filled.

3. When two or more PEOs have the same time balance in the Excel Overtime System, the most senior PEO shall be the first to be voluntarily assigned to the event.
 4. If special event service needs are still not met following this voluntary assignment process, PEOs who have requested to be excluded from voluntary overtime will be mandatorily assigned in the order of least number of actual hours worked as they appear on the event selection list to work the event until all positions required are filled.
 - a. If two or more PEOs have the same time balance on the Excel Overtime System, the least senior PEO shall be the first to be assigned to mandatory overtime.
- D. If a request to staff or add staff to an overtime event is received less than 72 hours prior to the event, volunteers will be added at the supervisor's discretion.
- E. The number of overtime hours accumulated by a PEO for each event worked, including the estimated number of hours worked for recent events, shall be added to their time balance in the Excel Overtime System prior to the selection for the next event.
- F. PEOs may be assigned to work a special event even though part of the event occurs during the regular scheduled shift for the PEO. Such work will be determined by a PEO Supervisor in accordance with event requirements and will be consistent with current practice of limiting the impact on patrol operations. A PEO is considered generally unavailable for event selection if two or more regular duty hours would be spent working the event.

-PEOs who are scheduled to work an event that become unable to do so after the event has been scheduled; have the option of finding another PEO to fill the position. PEOs filling in must be off duty or considered available at the time of the event. PEOs filling in must be off duty or considered available at the time of the event. This limitation shall not apply to PEOs who are less than two (2) hours from completion of their regular duty hours. PEOs will submit written notice to their supervisor and cc the supervisor administering to the event system indicating the event, date, time and the person replacing the employee for approval. The projected event hours assessed to the PEO originally assigned will be retained by that PEO.

- F. PEOs are expected to report to work on time for scheduled special events. If a PEO is going to be late to a scheduled special event, they must promptly contact the PEO Supervisor assigned to the event who will determine if they will work the event.

III. METHOD OF ASSIGNMENT FOR EMPHASIS PATROL

When the City determines that emphasis patrol is needed, employees may be selected to work emphasis patrol using the following procedure.

- A. The City shall, by way of an all-hands e-mail, notify all PEOs no later than one (1) week prior to the date of the overtime work of the opportunity, if known, or as soon as possible if there is less than one (1) week notice of the overtime work opportunity.
- B. PEOs volunteering to work a particular emphasis patrol will notify the scheduling supervisor of the requested day/time that they would like to work.
- C. No later than 72 hours prior to the scheduled emphasis patrol, the scheduling supervisor shall notify all selected employees of their assignment. Selections shall be made based on seniority among those who have volunteered.
- D. When an employee is selected to work an emphasis patrol, the scheduling supervisor shall keep a record of the assignment. For each request, the scheduling supervisor shall move through the seniority roster for purposes of filling the available slots. If a more senior employee has submitted a request but previously worked an emphasis patrol, the scheduling supervisor shall first award the assignment to a less senior employee (who has submitted a request) until the seniority roster has been completed, at which point the scheduling supervisor shall return to the top of the list.
- E. If Emphasis Patrol service needs are ~~still~~ not met following this voluntary assignment process, the City may assign mandatory overtime, generally by using the Excel process described above for mandatory assignment to special event overtime (unless assignment of overtime at supervisor discretion is more practical due to timing). Emphasis Patrol and Special Event assignments via the Excel process are tracked separately. Emphasis patrol assignments less than 2 days prior to a shift shall be made to volunteers at supervisor discretion.

IV. METHOD OF ASSIGNMENT FOR OVERTIME TO MEET SERVICE NEEDS NOT COVERED BY SPECIAL EVENT OR EMPHASIS PATROL STAFFING PROCESSES

- A. For overtime to meet service needs not covered by special event or emphasis patrol staffing processes, as defined in Section I. C.3 above, SPD shall seek volunteers at supervisor discretion, generally first within the district and generally by extension of a shift. The Department shall seek volunteers through the use of an all hands email and/or by contacting employees over the radio.

1. For needs not met with volunteers, PEOs are mandatorily assigned by supervisor discretion.
- B. After a PEO has been assigned to an event, they may request to be relieved from assignment for any reason not covered by this agreement by submitting a memorandum via their chain of command to the Unit Manager detailing the dates and the events to be considered and the reason for the request for excusal. The Unit Manager shall reasonably consider each request, which shall be granted or denied at their discretion. Any projected event hours assessed will be retained by the PEO.

V. SICK LEAVE/ FMLA CONSIDERATIONS FOR SPECIAL EVENT ASSIGNMENT SYSTEM

- A. PEOs will be allowed to work overtime events on those days where they have a previously scheduled medical appointment for either themselves or someone within their family regardless of the amount of sick leave used on that day.
- B. PEOs will be allowed to work special events on those days when they have used sick leave to care for a family member, provided that they notify a Parking Enforcement Supervisor that they will be able to work the scheduled event at the same time that they advise the Supervisor that they are requesting to use sick leave.
- C. Unless the illness is covered by the Family Medical Leave Act or is otherwise on protected leave under City ordinance, State or federal law, PEOs will not be allowed to work a scheduled event if they have used sick leave during the four hours of their regular shift that precedes the beginning of the overtime event.

VI. EXCLUSION AND EXEMPTION PROVISIONS SPECIFIC TO SPECIAL EVENT ASSIGNMENT SYSTEM

- A. Exclusion from Voluntary Overtime - PEOs may request to be excluded from consideration for voluntary assignment to special events. The marking convention to be used to indicate a requested exclusion shall be known as a purple dot. The procedure for establishing a purple dot exclusion is as follows:
1. The PEO shall submit a purple dot form indicating the days of requested exclusion from consideration for voluntary overtime to the supervisor coordinating event selections. The supervisor will then apply the formatted request to the selection program.

2. PEOs who are not assigned to a special event due to a requested exclusion from consideration for voluntary overtime shall have five (5) hours added to their time balance in the Excel Overtime System for each event for which they are not assigned. A maximum of one 5-hour addition shall be made to a PEO's time balance for each day excluded. Hours will not be added to a PEO's Excel Overtime System balance if the excluded overtime is covered as a protected leave under applicable law.
3. PEOs may rescind their purple dot request for any date at any time prior to that date via e-mail or in writing to the supervisor coordinating event selections.

B. Exemptions from Overtime and Mandatory Overtime - SPEOG and SPD share an interest in providing PEOs as much predictability and control over their schedules as practicable given the nature of the work Accordingly, exemption from overtime and mandatory overtime exists under three circumstances:

1. When a PEO is on scheduled leave (prior approved use of accrued leave time, including any adjacent furlough days);
2. When a PEO is on scheduled or otherwise approved medical or other protected leave, including military leave; or
3. When a PEO request for a mandatory overtime exemption day has been granted.

C. Mandatory Overtime Exemption Day Process

1. PEOs may request a total of 18 exemptions per year, nine for each of the two (2) seasons of the year.
 - i. Any exemptions not requested or not granted for one season may not be carried over into subsequent seasons.
 - ii. Any PEO not making their selection and responding by return email in the timeframe outlined below, will be dropped to the bottom of seniority order for picking exemption days from those exemption spots still available after all responding PEOs have selected their exemption days in seniority order.

2. PEOs will be offered exemptions for each season in seniority order as follows:
 - i. For the first season, September 1 – last day in February, PEOs will be notified in seniority order, by email starting on August 1 with each PEO making their selections and responding by return email within 24 hours on the following business day (Monday through Friday only);
 - ii. For the second season, March 1 – August 31, PEOs will be notified in seniority order, by email starting on February 1 and February 15 with each PEO making their selections and responding by return email within 24 hours on the following business day (Monday through Friday only);
 - iii. At least one (1) month in advance of each season, the department shall publish a six-month calendar for the upcoming season identifying the number of exemptions that shall be available on each day. The department agrees that, in total for each season, there will be enough exemption spots made available on the schedule such that each employee at that time would be permitted to submit nine (9) exemptions if they so choose.
3. After each PEO has selected exemption days offered in seniority order, any unselected exemptions spots will be published and filled according to the other provisions of this Appendix. Seniority will be a consideration; however, it cannot be used as a basis to bump a PEO with less seniority from an exemption spot previously selected under the provisions of Subsection 1 and 2 above.
4. SPD retains full discretion over the number of exemptions granted, subject to the limitations in this Agreement.
 - i. Every PEO will have an opportunity to select all of their allotted exemption days for a season from among those exemption spots still available based on their seniority.
 - ii. The City retains the discretion to limit the number of exemptions granted on a given day. It may grant zero exemptions on any given day.
5. The process and the considerations involved in determining the number of exemptions that may be granted on a given day are at SPD's sole discretion, subject to the restrictions in this Agreement.

6. While SPD may consider past staffing levels and estimate future staffing needs, there is no commitment by SPD to guarantee a certain number of exemptions based on historical practices. The determination of the number of exemptions allowed on any given day may be subjective and involve consideration of flexibility needed to respond to unknown and unpredictable needs. SPD consideration of past staffing and/or estimation of future needs for exemption purposes is not evidence of a binding staffing practice or a commitment to staff at a projected past level.
7. Once granted, an exemption may not be rescinded by the employee or employer.

D. SICK LEAVE/FMLA CONSIDERATIONS FOR SPECIAL EVENT ASSIGNMENT SYSTEM

1. PEOs will be allowed to work overtime events on those days where they have a previously scheduled medical appointment for either themselves or someone within their family regardless of the amount of sick leave used on that day.
2. PEOs will be allowed to work special events on those days when they have used sick leave to care for a family member, provided that they notify a Parking Enforcement Supervisor that they will be able to work the scheduled event at the same time that they advise the Supervisor that they are requesting to use sick leave.
3. Unless the illness is covered by the Family Medical Leave Act or the employee is otherwise on protected leave under City ordinance, State or Federal law, PEOs will not be allowed to work a scheduled special event if they have used sick leave during the four hours of their regular shift that precedes the beginning of the overtime event.
4. If a PEO uses sick leave the day prior to his/her furlough, the PEO will be allowed to work any special events scheduled on their furlough days.

APPENDIX F

JANUS MOU

The following MOU attached hereto as Appendix F 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 (Article 5). 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. (Added at request of other City unions & guilds)

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 Inlandboatmen’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 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 XX - 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 bargain 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 bargain filed as a result of the Janus v. AFSCME Supreme Court decision.

SIGNED this ____ day of _____ 2018.

Executed under the


Authority of Ordinance

No. _ _ _ _

FOR THE CITY OF SEATTLE:



Jenny A. Durkin,
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


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



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32


Kai Rohde, Business Representative
Sheet Metal Workers, Local 66



John Scearcy, Secretary-Treasurer
Teamsters, Local 107, JCC and Community
Service Officers & Evidence Warehouses


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


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


Janet Lewis, Business Representative
IBEW, Local 46

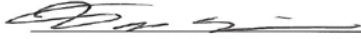

Brian Self, Business Representative
Boilermakers Union, Local 104


Mike Bolling, Business Representative
IU Operating Engineers, Local 286

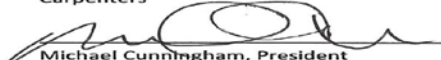
Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



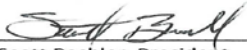
Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit



Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters



Michael Cunningham, President
Seattle Police Dispatchers' Guild



Scott Bachler, President
Seattle Police Management Association

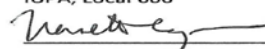


Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

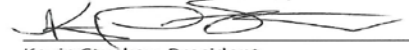
Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific



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



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



Kevin Stuckey, President
Seattle Police Officers' Guild