

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AFSCME, AFL-CIO

LOCAL 21SP

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PREAMBLE

This “**Agreement**” is between the City of Seattle (hereinafter called the **City**) and the Washington State Council of County and City Employees (“**WSCCCE**”), American Federation of State County and Municipal Employees (“**AFSCME**”), (hereinafter called the **Union**) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees of the Public Utilities Department (hereinafter called **SPU** or the “**Department**”) in classifications.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the exclusive collective bargaining representative for all Seattle Public Utilities Strategic Advisors I, II, and III and Managers I, II, and III at the City of Seattle, including temporary and term limited employees, excluding supervisors, confidential employees, and all other employees (1340 - PECB 2021).

ARTICLE 2 – RIGHTS OF MANAGEMENT

- 2.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge employees who are covered by Civil Service for just cause, and the right to discipline and/or discharge employees who are exempt from Civil Service without just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. 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.
- 2.2 Decisions to contract out work shall comply with the Guidelines for Contracting for Consultants and Services as established by the Director of the Department of Finance and Administrative Services.
- 2.2.2 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 occurrence of peak loads above the work force capability.
- 2.2.3 Determination as to (1) or (2), above in Article 2.2.2 shall be made by the department head involved. Prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to the Union, upon request: (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.
- 2.2.4 The Union may grieve contracting out for work as described above in this Article if such contract involves work normally performed by employees covered by this Agreement.
- 2.3 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the

exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. 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.
- 3.2 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.
- 3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a 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.
- 3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.
- 3.5 New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employees: 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 Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit. For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

- 3.6 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.
- 3.7 P.E.O.P.L.E. Checkoff. - The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, payable to AFSCME P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1 Union Access to Workplace – A staff representative of the Union (“Representative”) may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Representative shall limit activities during such investigations to a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Representative(s) for the conduct of Union business or the promotion of Union affairs.
- 4.2 Stewards – The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Steward(s), the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Stewards and the Local Officers who may serve as Stewards. Said list shall be updated as needed. The Steward(s) shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (e.g., before or after work, rest breaks, lunch).
- 4.3 Resolving Time Burden Issues – Any allegations by SPU management that a Steward or Local Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Representative. The Representative shall assume the responsibility of communicating to the Steward or Local Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.
- 4.4 Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation to be present at the investigatory interview by a Steward or Representative. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may either: (1) grant the employee's request, or (2) deny the employee's request, but in doing so also stop and/or cancel the investigatory interview.

- 4.4.1 In construing Section 4.4, it is understood that:
- (a) The City is not required to conduct an investigatory interview before discipline or discharging an employee;
 - (b) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews;
 - (c) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee;
 - (d) The employee must make arrangements for Union representation when a request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation; and
 - (e) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.
- 4.4.2 Employees located in remote workplace locations will be permitted a reasonable period of time to make arrangements for Union representation or to travel to an investigatory interview.
- 4.5 Distribution of Union Communications – The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting (1) Union bulletins regarding scheduled business and social meetings; (2) information concerning Union elections and the results thereof; and (3) reports of official Union business. The Union agrees that the Union's designated bulletin board shall not be used to distribute notices that are political in nature. All material posted or sent via email shall be officially identified as Washington State Council of County and City Employees, or American Federation of State, County and Municipal Employees.
- 4.6 Discipline - The City may suspend, demote or discharge an employee for just cause.
- 4.6.1 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. Verbal warning;
 - B. Written reprimand;

- C. Suspension;
- D. Demotion; or
- E. Termination

- 4.6.2 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 4.6.3 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.
- 4.6.4 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 Article 4.6.3 above.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.1.1 The grievance and arbitration procedure found in this article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service.
- 5.1.2 The grievance and arbitration procedure found in this article shall not apply to management decisions regarding an employee’s initial salary placement in a broadband title or to management decisions regarding Merit Leave.
- 5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.
- 5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employee may not process a grievance beyond Step 3.
- 5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 5.6 A grievance shall be processed in accordance with the following procedure:

- 5.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's immediate superior, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.
- 5.6.2 Step 2 - If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Union representative or designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining

agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

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

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

- 5.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the General Manager/Chief Executive Officer who shall, in turn, give the Union an answer in writing fifteen (15) business days after receipt of the contract grievance or the meeting between the parties.

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

- 5.6.4 Step 4 - If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of

the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) which the arbitrator is being asked to decide;
- D. Remedy sought.

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

- 5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
 - 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 the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
 - B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.
 - C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
 - 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.
- 5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action for employees covered by Civil Service may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union 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. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

- 5.10 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

ARTICLE 6 – WORK STOPPAGE

- 6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – COMPENSATION

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay effective for the term of this Agreement are set forth in the Appendices.
- 7.1.1 For employees covered under this Agreement, Personnel Rules 3.3 (“Manager and Strategic Advisor Pay Program”), as applicable and as modified by this agreement, shall apply, notwithstanding the fact that Personnel Rule 3.3 states that it does not apply to represented employees.
- 7.2 Mileage Allowance - An employee who is required by the City, or receives consent from the employee’s supervisor, to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.
- 7.2.1 The cents per mile mileage reimbursement rate set forth in Section 7.2 shall be adjusted up or down to reflect the current rate.
- 7.3 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 7.3.1 Public Transportation & Parking - 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.
- 7.3.2 Parking Past Practice - The parties 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.
- 7.3.3 Commute Trip Reduction Parking Rates - The Commute Trip Reduction (“CTR”) parking benefit cost to the employee is \$10.00.
- 7.4 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 repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

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

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

ARTICLE 8 – HOLIDAYS

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

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

8.1.1 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 days per hour 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.

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

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

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

- 8.5 Holidays falling on a Saturday or a Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs. By mutual agreement between Management and the employee, an employee scheduled to work on an actual holiday may receive the day of an actual holiday off in lieu of receiving another day off later in the same pay period.
- 8.6 New employees shall be entitled to use the personal holidays as referenced in Section 8.1 of this Article during the calendar year of hire.
- 8.7 Employees may take their personal holidays at any time with supervisory approval.
- 8.8 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

ARTICLE 9 – LEAVES AND VEBA

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.
- 9.3 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

- 9.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

- 9.5 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining their maximum allowance, the appointing authority, or their designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3) month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.
- 9.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.
- 9.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.
- 9.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.
- 9.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 9.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or their designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.
- 9.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.
- 9.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.
- 9.13 Executive Leave
- A. Eligible full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Eligible part-time employees shall receive executive leave

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

- B. Executive Leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.
- C. Employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.
- D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.14 Merit Leave

- A. At their sole discretion, the appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their length of service in a given year.
- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
- G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.

- 9.15 Occasional Absences of Fewer than Four Hours: Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.
- 9.16 Post Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.
- 9.16.1 Contributions from Unused Paid Time off at Retirement
- A. Eligibility-to-Retire Requirements:
1. 5-9 years of service and are age 62 or older;
 2. 10-19 years of service and are age 57 or older;
 3. 20-29 years of service and are age 52 or older; or
 4. 30 years of service and are any age
- B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2022.
- C. If the members of the bargaining unit who have met the criteria described in Paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
 2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
 3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement
- D. 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.

- E. If the members of the bargaining unit who have satisfied the eligibility-to-require requirements described in Paragraph A 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.

9.16.2 Active VEBA

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

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 provided under the terms of the VEBA.

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

- 9.16.3 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.

ARTICLE 10 – SICK LEAVE, LEAVES OF ABSENCE, AND INDUSTRIAL INJURY
INSURANCE

- 10.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.
- 10.2 Employees may accumulate sick leave with no maximum balance. An employee may use accumulated sick leave if they must be absent from work because of:
- A. A personal illness, injury or medical disability incapacitating the employee for the performance of their job, or personal health care appointments; or an absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or
 - B. Care of an employee’s spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or their spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
 - C. Employee absence due to closure of the employee’s worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee’s or child’s school or place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
 - D. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

- E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.
 - F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.
 - G. Sick leave used for the purposes contemplated by Sections 10.2D and 10.2.F must end before the first anniversary of the child's birth or placement.
 - H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 4 of this collective bargaining agreement.
- 10.3 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.
- 10.4 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.
- 10.5 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:
- A. Makes prompt notification;
 - B. Claims use of sick leave time using the appropriate method(s);
 - C. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 10.3, 10.4 and 10.5;
 - D. Obtains such medical treatment as is necessary to hasten their return to work; and
 - E. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

- 10.6 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 4 of this Agreement.
- 10.7 Employees are not eligible to receive paid sick leave when on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from their health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.
- 10.8 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.
- 10.9 Return-to-Work Verification: An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 10.10 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. Their properly certified absence shall be accorded the protections of family and medical leave, as long as it is for a condition that qualifies for both family and medical leave and sick leave.
- 10.11 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge.
- 10.12 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.
- 10.13 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

- 10.14 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.
- 10.15 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.9.
- 10.16 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.
- 10.17 Industrial Injury or Illness:
- A. Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
 - B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance, or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 10.18.A.
 - C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become

effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.
- E. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.
- F. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- G. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 10.18.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 10.18.A.
- H. Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- I. Sick leave shall not be used for any disability herein described except as allowed in Section 10.18.B.
 - J. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
 - K. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 10.18 Bereavement/Funeral Leave: Regular employees covered by this Agreement shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative. In like circumstances and upon like application the appointing authority or their designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the employee's spouse/domestic partner, or the child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/domestic partner, or legal guardian, ward or any person over whom the employee or employee's spouse/domestic partner has legal custody, and the term "relative other than a close relative" shall mean the cousin, parent's sibling, parent's sibling's child, spouse or domestic partner of a sibling, child, or grandchild.
- 10.19 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.
- 10.20 Military Leave:
- A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.
 - B. The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.
- 10.21 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.

- 10.22 Family and Medical Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 10.23 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The emergency leave benefit must also be available to the member 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 member to physically commute to their normal work site at the start of their normal shift.
- A. The "household" is defined as the physical aspects of the employee's residence, including personal pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, and parents or grandparents of the employee.
- B. The "day" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.
- 10.24 Incorporate by reference application of SMC 4.29, Paid Family Care Leave, which includes "Bea's Law".
- 10.25 The City agrees to a reopener on Sick Leave Donation and "Top-up SPFML" consistent with the MOU signed by unions membership to the Coalition of City Unions.

ARTICLE 11 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

- 11.1 The City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. The selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans 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.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 11.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 11.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 11.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 11.1.3 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).
- 11.1.4 Employees who have worked on average 20 hours per week as determined by the City shall be offered medical benefits per the Affordable Care Act.
- 11.1.5 During the term of this agreement, the City may open negotiations on impacts associated with the Affordable Care Act.
- 11.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered per 11.2.1 below.

- 11.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 11.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 11.3 Long-Term Disability - The City shall 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 ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) 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.
- 11.3.1 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 Section and provide an alternative plan either through self-insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.
- 11.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.
- 11.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 11.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 11.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits

for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 12 – SAFETY STANDARDS

- 12.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes, the City’s Safety Rules and Policies, and SPU’s Safety Rules and Policies.
- 12.2 Upon request of the Union, the Department shall provide notice of the safety committees in which members of the bargaining unit(s) are represented and the regularly scheduled meeting dates of such committees.
- 12.2.1 Safety Committee – Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.
- 12.3 Personal Protective Equipment – Employees covered by this Agreement will be provided personal protective equipment (“PPE”) as required by any Federal, State, City or Seattle Public Utilities policy or rule and such equipment shall be provided by the City at no cost to the employee.

ARTICLE 13 – WORK OUTSIDE OF CLASSIFICATION ASSIGNMENTS AND
TEMPORARY EMPLOYEE ASSIGNMENTS

- 13.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee’s regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. “Proper authority” shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 13.2 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.
- 13.3 Temporary Employee Assignments - A temporary assignment is defined as one of the following:

- A. Position Vacancy: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
 - B. Incumbent Absence: An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
 - C. Less than half-time assignment: For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
 - D. Short-term assignment: An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
 - E. Term-limited assignment: An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:
 - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
 - 2. Replacement of a regularly appointed employee who is assigned to special term- limited project work.
 - 3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.
- 13.4 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.
- 13.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Ordinance 123698, Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).
- 13.6 Temporary employees shall be exempt from all provisions of this Agreement except this Section, Section 10.23 for those temporary employees who are receiving benefits; Article 3; Article 14; Article 20; Article 22 and Appendix A; and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within

this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 5.

- 13.7 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 13.8 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

ARTICLE 14 – LABOR-MANAGEMENT COMMITTEE

- 14.1 It is the purpose and intent of the Joint Labor-Management Committee to disclose, investigate, study, and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor-Management Committee process to work, recognizing the interest and concerns of the parties.
- 14.2 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor-Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete the Joint Labor-Management Committee process before pursuing other statutory or contractual options.

ARTICLE 15 – GENERAL CONDITIONS

- 15.1 Unless otherwise stipulated in this Agreement, terms shall have the meaning given to them in the Personnel Rules.
- 15.2 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. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.
- 15.3 Disciplinary action for employees who are covered by Civil Service shall be governed by Personnel Rule 1.3.
- 15.4 The City agrees to reopen this Agreement if it passes legislation related to the calculation of service credit.
- 15.5 Language Premium – Effective upon ratification of this Agreement by both parties, Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a \$200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.
- 15.6 Remote Work – Employees may request, and the appointing authority may approve remote work arrangements consistent with Personnel Rule 9.2. The request process shall be interactive between the employee and the appointing authority or designee. In most cases, remote work shall be voluntary and mutually agreeable between an employee and their supervisor. The City may also occasionally need to call remotely working employees back to a City worksite. Management maintains the right to determine and approve remote work.

Remote work is an arrangement where employees complete their job duties at a location other than a City worksite. The City supports and allows remote work for eligible employees to achieve the following goals:

- A) Increase operational flexibility and resilience,
- B) Reduce traffic congestion and climate impacts, and
- C) Recruit and retain a talented and diverse workforce

The location of the remote work may serve as the basis of a denial if there is an prompt business need that cannot be met from the requested location.

Negative performance reviews and/or employee disciplinary history may not be the sole considered as a basis for denial unless the City has documented a nexus between the performance/discipline and the remote work request.

The parties recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved remoted work arrangement, the City or employee shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

Any disputes of this section shall not be subject to the grievance procedure and will be handled through the Labor Management Committee.

ARTICLE 16 – RETIREMENT

- 16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 17 – SUBORDINATION OF AGREEMENT

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

ARTICLE 18 – SAVINGS CLAUSE

- 18.1 If an article of this Agreement or any addendum thereto should be held invalid 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.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 20 – NONDISCRIMINATION

- 20.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.
- 20.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 21 – TERM OF AGREEMENT

- 21.1 This Agreement shall become effective upon signature and shall remain in effect through December 31, 2022. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2022. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.
- 21.2 Race and Social Justice Initiative (RSJI) - For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the RSJI efforts.
- 21.3 For the duration of this Agreement, the City and the Union agree to enter into bargaining on impacts associated the Union agrees to open negotiations to revisions made to the Affordable Care Act (ACA).

ARTICLE 22 – PAY EQUITY

22.1 Base Pay Adjustments (BPA) - SPU’s General Manager/Chief Executive Officer is responsible for ensuring that Strategic Advisor and Manager base salary and adjustments are set following consistent criteria and processes. The SPU General Manager/Chief Executive Officer shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee’s pay title.

22.1.1 Upon ratification, the SPU General Manager/Chief Executive Officer, will review all Strategic Advisor and Manager salaries based on quantifiable and quantitative data including but not limited to years of service; historical inequities; and salary inversion and compression related to when supervisors earn less than or close to direct reports. Employees shall have the opportunity to provide input into their adjustment. Parties shall have 90 days to complete the process after legislation and the employee input period; increases shall be retroactive to the date of ratification.

22.1.2 Thereafter annually within the first 90 days of each calendar year, the General Manager, in consultation with each individuals’ supervisor and chain of command, shall conduct an annual evaluation of all Strategic Advisor and Manager salaries. The intent of this evaluation is to make equitable any increases to employee base pay as determined by the following criteria.

1. Years of service in the current classification at City of Seattle;
2. Changed scope of work/responsibilities;
3. Number of staff supervised;
4. Meeting or exceeding Performance Expectations;
5. Salary inversion and compression
6. Comparable salaries of other - employees in the same classification with similar responsibilities within City of Seattle .

Each employee’s adjustment rate will be based on all of the above criteria, will vary between employees and will be adjusted with consideration given to the internal equity balance of the department as a whole. No employee should receive a base pay adjustment (BPA) that would cause the salary to go above the top of the respective pay band. The effective date of any pay adjustments will be the first pay period of the calendar year.

The results of the annual evaluation shall be communicated to each employee at the end of the 90 day period.

22.2 SPU Local 21SP Pay Equity Labor-Management Committee - Within one (1) month of ratification of this Agreement, the parties agree to establish a Labor Management Committee (LMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement. The role of the LMC is to establish commitment, mutual trust, and mutual respect and jointly interpret, apply, and resolve issues affecting pay

equity. The appointing authority will provide to the SPU Local 21SP-SPUHR Labor Management Committee (Article 14) an annual report at the end of first quarter of the calendar year on the resulting any salary adjustments from the current year.

22.2.1 The Pay Equity LMC will meet quarterly unless the parties agree to change the schedule. The parties will develop its charter, ground rules and other processes and procedures necessary for conducting the Pay Equity LMC meetings. Initial topics for Strategic Advisors and Managers shall be prioritized and include but not be limited to:

- Evaluate the criteria used for annual adjustments
- Salary placement for new and existing Strategic Advisors and Managers
- Performance evaluation and relationship to salary setting and salary adjustment
- Salary Inversion and Compression issues
- Administration of Merit Leave

22.2.2 Each party has the authority to select and determine the number of representatives not to exceed ten (10) people, including four (4) from the Union and four (4) from the City/SPU Management, the SPU Human Resource Director, and Labor Relations. Supervisors or other parties may be invited to participate as appropriate.

Signed this _____ day of _____, 2024.

WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 21SP

CITY OF SEATTLE
Executed under authority of
Ordinance No. _____

Suzette Dickerson, Staff Representative

Bruce A. Harrell, Mayor

Sascha Sprinkle, Labor Negotiator

APPENDIX A – STRATEGIC ADVISORS AND MANAGERS Annual Wage Adjustments
Related to 2021 and 2022

A-1 Contract Signing Bonus. Bargaining unit members who were employed by SPU in the bargaining unit classifications in 2021 shall receive a signing bonus equal to 2.9% of their base wage from January 1, 2021 through December 31, 2021. Employees who were in the bargaining unit in 2021 for less than the full year, will receive a pro-rated amount for the time they were employed in these classifications. Effective January 1, 2022 employees’ base wages will be increased by two point nine percent (2.9%) in addition to section A-2.

	Minimum	Maximum
Strategic Advisor 1.....	\$42.20	\$63.29
Strategic Advisor 2.....	\$46.01	\$69.04
Strategic Advisor 3.....	\$50.35	\$75.51
Manager 1	\$42.20	\$63.29
Manager 2	\$46.01	\$69.04
Manager 3	\$50.35	\$75.51

A-2 A four (4) percent Annual Wage Increase (AWI) wage shall be applied to all bargaining units effective the first full pay period in January 2022 applied to the existing 2021 base wage rates.

	Minimum	Maximum
Strategic Advisor 1.....	\$43.89	\$65.83
Strategic Advisor 2.....	\$47.85	\$71.80
Strategic Advisor 3.....	\$52.36	\$78.53
Manager 1	\$43.89	\$65.83
Manager 2	\$47.85	\$71.80
Manager 3	\$52.36	\$78.53

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and (“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 intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. 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.

Section A of the MOU has been incorporated into the collective bargaining as Article 3 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

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

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inland boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; 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 X - Union Engagement and Payroll Deductions

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

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals

during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

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

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

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

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

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

The Parties further agree:

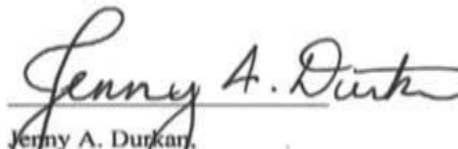
1. **Member Training:** During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further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


2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to 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. Durkan,
 Mayor

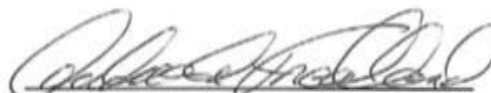

~~Susan McNab~~, Bobby Humes
 Interim Seattle Human Resources Director



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

SIGNATORY UNIONS:


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


 Natalie Kelly, Business Representative
 HERE, Local 8



 Andrea Friedland, Business Representative
 IATSE, Local 15


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

Coalition of City Unions
Memorandum of Understanding



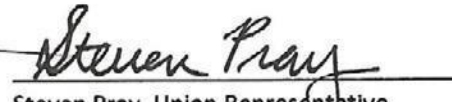
Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support



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



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



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



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32



Janet Lewis, Business Representative
IBEW, Local 46



Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



John Searcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouses




Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

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

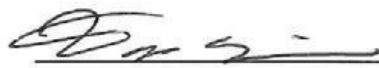


Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC



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


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



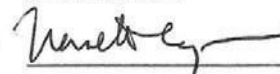
Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters



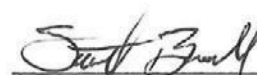
Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600




Michael Cunningham, President
Seattle Police Dispatchers' Guild



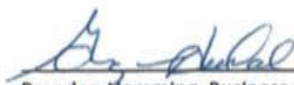
Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild




Scott Bachler, President
Seattle Police Management Association

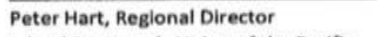



Kevin Stuckey, President
Seattle Police Officers' Guild

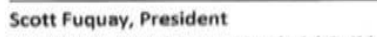

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

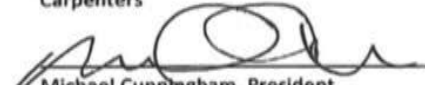

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

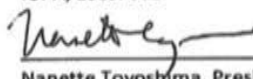

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Inland Boatmen's Union of the Pacific

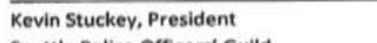

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Coalition of City Unions
Memorandum of Understanding

APPENDIX C

LETTER OF AGREEMENT BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE


The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

- 1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.
- 2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.
- 3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.
- 4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
- 5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
- 6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

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




Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal
Court



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



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

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

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

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



Cory Ellis, President
Seattle Police Dispatchers' Guild

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