A G R E E M E N T

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

Construction Maintenance Equipment Operator (CMEO) Unit

Effective January 1, ~~2019~~ 2023 through December 31, 202~~42~~

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PREAMBLE

THIS AGREEMENT is between the City of Seattle (herein after called the City) and the International Brotherhood of Electrical Workers Local Union No. 77 (herein after 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 for whom the City has recognized the Union as the exclusive collective bargaining representative.

PURPOSE OF THIS AGREEMENT

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union and the public have a common and sympathetic interest in the operation of an effective and efficient municipal government. All will benefit by a continuous peace and by adjusting any differences which may arise to establish the conference and consultative machinery and procedures hereinafter provided for the following purposes:

1. To provide for fair and reasonable rates of pay, hours and working conditions for employees of the City.

2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.

3. To promote stability of employment and establish satisfactory tenure.

4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outline in this agreement.

5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City.

6. To adjust properly all disputes arising between them related to the matters covered by this Agreement.

7. To promote systematic labor-management cooperation between the City and its employees.

ARTICLE 1. –NONDISCRIMINATION

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

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

ARTICLE 2. –RECOGNITION AND BARGAINING UNIT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56, for the bargaining unit as defined by the Public Employment Relations Commission certification contained in Appendix A of this Agreement.

2.2 The parties agree to meet for disclosure, discussion and if requested negotiations (if necessary) prior to the assignment of any regular part time Construction and Maintenance Equipment Operators and/or Senior Equipment Operators.

ARTICLE 3. –UNION DUES AND PAYROLL DEDUCTION

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

3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

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

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

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

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

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

3.8 New Employee and Change in Employee Status Notification~~:~~ – The City shall supply the Union with the following information on a monthly basis for new employees:

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

j. Compensation rate

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

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

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

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

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

ARTICLE 4. –DURATION, MODIFICATION AND CHANGES

4.1 This agreement shall become effective January 1, 20231~~9~~ and shall remain in effect through December 31, 20242~~2~~. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 20242~~2~~. Any modifications requested by either party must be submitted to the other party no later than ninety (90) days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

4.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union within one year of legislation of this agreement. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

ARTICLE 5. – MANAGEMENT RIGHTS

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

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

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

5.4 The City agrees that performance standards shall be reasonable.

ARTICLE 6. – DISCIPLINE

6.1 The City may suspend, demote, or discharge an employee for just cause.

6.2 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.

6.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.

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

6.5 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 6.4 above.

ARTICLE 7. –GRIEVANCE PROCEDURE

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

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

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

7.3 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.

Step 1: As the initial step, the grievance shall be presented by the Union Steward to the employee's immediate supervisor (who is outside of the Bargaining Unit) in writing stating the section of the agreement allegedly violated within twenty (20) business days of the alleged contract violation. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor shall provide a written response within ten (10) business days after being notified of the grievance with a copy of the response provided to the Union Steward and the employee.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the steward to the Business Manager or designee of the Union. If the Business Manager or designee decides that the grievance should be forwarded to the Department HR Director or designee and the City Director of Labor Relations or designee, they shall submit it in writing within ten (10) business days after the Step 1 response. The grievance should set forth the following:

1. A statement of the nature of the grievance and the facts upon which it is based.
~~1.~~
2. The remedy or correction which it is desired that the City will make.
~~2.~~
3. The Section or Sections of the Agreement relied upon as being applicable thereto.
~~3.~~
4. When a grievance ~~is so~~is presented, the Department HR Director or designee shall, within ten (10) business days schedule a meeting to discuss the grievance. The City

shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the City shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is reached at Step 2, the grievance shall be submitted within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, to the Director of Labor Relations, or their designee shall convene a meeting between representatives from the Union and representative from the City who shall endeavor to settle the grievance. The Director of Labor Relations or their designee shall make a confidential recommendation to the affected Department Head who shall, in turn, give the Union a detailed~~n~~ answer in writing within ten (10) business days after the meeting between the parties.

Grievance Mediation

By mutual agreement, the parties to this Agreement, the Union and the City may submit the grievance for mediation under the City's mediation model after Step 3 and prior to arbitration.

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within twenty (20) business days of the expiration of the settlement period enumerated in Step 3, and will be accompanied by the following information:

1. Identification of Section(s) of Agreement allegedly violated.
2. Nature of the alleged violation.
3. Question(s) which the arbitrator is being asked to decide.
4. Remedy sought.
5. Statement of facts.

a. In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

c. In connection with any arbitration proceeding held pursuant to this agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from 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.

2. 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.
~~2.~~

3. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
~~3.~~

4. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
~~4.~~

5. Nothing herein shall be construed as preventing the City and the Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

7.4 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.

7.5 ~~7.5~~ When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.

7.6 Property Interest Discipline Grievance

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

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

ARTICLE 8. – LABOR MANAGEMENT COMMITTEES

8.1 The parties agree that Labor-Management Committees (LMCs) are established and authorized, consistent with applicable laws and the terms of this Agreement, to interpret, apply, resolve issues and interests affecting Labor and/or Management consistent with the following principles:

1. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.
~~1.~~
2. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
~~2.~~
3. To resolve disputes arising between the Employer and the Union relating to matters covered by this agreement. The parties shall not make unilateral changes in the terms of this Collective Bargaining Agreement.
~~3.~~
4. To promote systematic labor/management cooperation between the Employer and its employees.

8.2 The LMCs do not waive or diminish Management rights and do not waive or diminish Union rights of grievance or bargaining. The parties recognize that the LMCs may not be able to resolve every issue.

8.3 Meetings - The parties agree that the Labor Management Committees between the following City departments and the Union shall meet periodically as designated below, and that each committee shall be comprised of representatives from Management and the Union.

Seattle Department of Transportation (SDOT): quarterly basis.
Seattle Public Utilities: quarterly basis.
Parks and Recreation Department: as needed.

8.4 Additional meetings can be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor-management meetings during the term of this agreement shall be as agreed by the parties.

ARTICLE 9. –WORK STOPPAGES

9.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement.

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

ARTICLE 10. – SICK –LEAVE, BEREAVEMENT LEAVE, and EMERGENCY LEAVE

10.1 Sick Leave – Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter Seattle Municipal Code 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter Seattle Municipal Code 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

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

b. 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.
~~b.~~

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

d. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76
RCW.

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

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

Sick leave used for the purposes contemplated by Article 10.1.e and 10.1.f must end before the first anniversary of the child's birth or placement.

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

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

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

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

10.5 ~~-~~In order to receive paid sick leave for reasons provided in Article 10.1.A – F, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days

10.6 Conditions Not Covered – Employees shall not be eligible for sick leave when:

1. Suspended or on leave without pay and when laid off or on other non-pay status.
2. Off work on a holiday.
3. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

10.7 Prerequisites ~~For~~for Payment – The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.8 Prompt Notification – The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless

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

10.9 Notification While on Paid Vacation ~~Or~~or Compensatory Time Off – If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved for absences greater than four continuous days.

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

10.10.1 Rate of Pay for Sick Leave Used ~~–~~ An employee who uses paid sick leave shall be compensated at the straight-time rate of pay, as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.

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

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

10.13 VEBA -- The Union 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.

Contributions from Unused Paid Time off at Retirement~~:~~

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

B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2021.

C. If the members of the bargaining unit who have met the criteria described above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:~~:~~

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

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

D. If the members of the bargaining unit who have satisfied the eligibility-to-retire 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.
   ~~2.~~

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

Contributions from Employee Wages (for all bargaining unit members):

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 into the VEBA while employed by the City:

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

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.

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

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

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

~~Bereavement Leave: Regular employees covered by this Agreement shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative. In like circumstances and upon like application the appointing authority or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody, and the term "*relative other than a close relative*" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.~~

10.15 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 appointing authority 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 (e.g., fire or flood or ongoing loss of power) that necessitates immediate action on the part of the employee. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the employee 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 pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, 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.

10.16 Sabbatical Leave – – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.

10.17 Military Deployment – – Regular employees covered by this agreement shall be eligible for the wage supplement, and medical, dental, and vision services coverage, and optional insurance coverage for eligible dependents when mobilized by the United States Armed Forces, as provided by Seattle Municipal Code 4.20.180.

10.18 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.

ARTICLE 11. – MEDICAL CARE, DENTAL CARE, VISION CARE

11.1 Through the term of this agreement the Employer shall maintain the current Medical, Dental and Vision plans and benefits as identified for "Most City Employees".

11.1.1 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Any contemplated modifications(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.

11.2 Through the term of this agreement the Employer shall annually contribute one hundred percent (100%) of the first seven percent (7%) increase in the total medical premium and eighty-five percent (85%) of any increase in addition to the seven percent (7%) necessary to maintain the current medical plans and benefits. Employees shall annually contribute fifteen percent (15%) of any increase in addition to the Employers first seven percent (7%) increased contribution necessary to maintain the current medical plans and benefits. Through the term of this agreement the Employer shall continue to pay one hundred percent (100%) of the Dental and Vision premiums necessary to maintain the current Dental and Vision plans and benefits.

11.3 Annually the Employer shall provide bargaining unit employees an open enrollment period to select and/or change plan selection and enrollment consistent with all other City employees. The enrollment notification and time period shall be consistent with all other City employees.

11.4 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 rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

11.4.1 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.

11.4.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 10.5 or 10.5.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

11.5 Long Term Disability – The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

11.5.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 10.6 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.

11.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 20232~~19~~ for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 10.6.

11.6 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.

11.7 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.

ARTICLE 12. –ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

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

~~The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.~~

~~COLUMN NO. 1~~	~~COLUMN NO. 2~~	~~COLUMN NO. 3~~
~~ACCRUAL RATE~~	~~EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE~~	~~MAXIMUM VACATION BALANCE~~
~~Hours on~~ ~~Vacation~~		

Regular Pay Status	Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

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

12.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

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

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

12.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or with Department approval a lesser amount may be taken.

12.9 An employee who separates from the City service for any reason after more than six (6)

months' service, shall be paid in a lump-sum for any unused vacation they have accrued.

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

12.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 13. – HOLIDAYS

13.1 The following day or days in lieu thereof shall be considered as holidays without salary deductions:

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~~	
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
~~Indigenous Peoples' Day~~	
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 Regular Hours)

13.2 An employee must be on pay status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay and new employees and employees returning from non-pay 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 not to exceed four (4) days' duration shall not be considered in the application of the preceding portion of this subsection, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing proviso may result in payment for more than one (1) of such holidays. 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.

13.3 Holidays falling on Saturday or 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.

13.3.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 12.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 12.3)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

13.4 Individuals employed before June 1 of a calendar year shall be entitled to two (2) personal holidays for use in that calendar year. Individuals employed after June 1 shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment, employees shall be eligible for two personal holidays each calendar year. Personal holidays may not be carried over for use in subsequent year.

13.5 Employees will be required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employees and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with Section 12.6.

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

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

ARTICLE 14. – RETIREMENT

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

14.1.1 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 15. –HOURS OF WORK AND OVERTIME

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

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

15.2 Meal Period – Employees shall receive a meal period which shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. For scheduled meal periods, employees shall be permitted to travel to a location near the worksite that has clean toilet facilities and a place to eat.

15.3 Rest Breaks – Employees covered by this Agreement shall be provided a fifteen (15) minute period during each half of their workday. Employees shall be compensated at their prevailing wage for time spent while on rest breaks.

15.4 Overtime – All time worked in excess of eight (8) hours in any one (1) shift or over forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of two (2) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief. Regular CMEO and Sr. CMEO classifications shall be offered weekend overtime opportunities prior to offering such overtime to Out of Class CMEOs. This does not apply to shift continuation.

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

a. A written record of compensatory time earned and used shall be maintained by the employee's department.

b. Compensatory time may be accumulated up to a maximum of one hundred and twenty (120) hours. Employees with more than 120 hours of compensatory time shall attempt to spend down the excess hours with management approval. Employees may be cashed out for all hours over 120 as of December 31, 2024.

~~b. Accumulation and use of compensatory time shall be in accordance with the employee's departmental policy. Compensatory time may be accumulated up to a maximum of eighty (80) hours (40 hours at the applicable OT rate)~~

Commented [SS1]: *Steve - is this correct?*

c. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor. Supervisor shall arrange comp time for employees on such schedules as will leaste interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

d. Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title.
~~d.~~

15.6 Regular Construction and Maintenance Equipment Operators shall have the first right of refusal for scheduled overtime within the work unit and shift prior to assignment of overtime to an out-of-class or temporary employee. When unscheduled overtime is required to complete a specific work assignment, that is currently being performed by an out-of-class or temporary employee, that overtime may be assigned to the out-of-class or temporary employee.

15.7 Call Back – Employees who are called back to work after completing their regular shift shall be granted at lease the equivalent of two (2) hours pay at the applicable overtime rate.

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

b. When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of their previous shift and the beginning of their next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

15.8 Standby Duty – Whenever an employee is placed on Standby Duty, the employee shall call within fifteen (15) minutes after being contacted and, when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. An employee

may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

15.8.1 When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 14.7 (Call Back).

15.9 In extended emergency situations such as widespread water emergencies or natural disasters, without prior notice, City Departments may switch to two (2) twelve (12) hours shifts until the emergency is resolved.

15.10 Shift Differential – An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$1.250.80 per hour	$1.7520 per hour

~~15.10.1 Effective December 25, 2019, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.~~

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

1. The above shift premium shall apply to time worked as opposed to time off with pay, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits, with the exception of sick leave.

2. Overtime shall be computed from the employee's base pay and shall not include the shift premium pay.

3. The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

15.11 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for such meal in accordance with Seattle Municipal code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee shall be paid thirty~~twenty~~ dollars ($320) in lieu of reimbursement for the meal.

A. To receive reimbursement for a meal under this provision, the following rules shall be adhered to:

   1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

2. The City shall not reimburse for the cost of alcoholic beverages.

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

C. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 14.11A and 14.11B; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of thirty~~wenty~~ ($320) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

15.12 When management deems necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of his Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union and such changes shall be discussed with the Union in accordance with subsection A below:

A. Definitions~~:~~ ~~–~~ For the purpose of this section the following definitions shall apply:
   a. Work Schedule – This is an employee's assigned workdays, and days off.
   b. Workday – This is an employee's assigned day(s) of work.
   c. Work Shift – This is an employee's assigned hours of work in a workday.
   d. Days Off – This is an employee's assigned non-workdays.

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

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

3. Short Notice Work Shift Change~~:~~ ~~–~~ At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an

employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

15.13 Implementation of a four (4) day/ten (10) hour work schedule, forty (40) hour work week, or other alternative work schedule, such as a 9/80 work schedule, shall be subject to consultation and agreement with the Union. In administering the four (4) day/ten (10) hour work schedule, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

A. For employees who work a four (4) day/ten (10) hour schedule, forty (40) hour work week, or other alternative work schedule, the following shall apply:

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

B. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 12.2).

C. Employees working an alternate work schedule during a holiday workweek are permitted to make scheduling or pay status adjustments as follows:
~~C.~~

1. Employees may revert back to a 5-day/8-hour work schedule, forty (40) hour work week, in which the holidays falls, if available.

2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.

3. By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

15.14 Encampment Pay for Encampment Removal Activities~~:~~ ~~–~~ When employees in CMEO and CMEO, Sr. classifications perform the same body of work during the cleanup of an illegal encampment, the following shall apply:

A. Employees who have completed the required training shall be eligible to receive a premium of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments. No pyramiding or stacking of premiums shall be allowed. This premium shall not apply to Clean City Initiative activities.

B. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning, and removal of personal belongings. Such assignment does not include typical CMEO duties, such as operating equipment to load/remove materials not directly associated the removal of illegal encampment into/onto City equipment, or operating mechanical and/or hydraulic or other CMEO equipment during the cleanup of an illegal encampment. This premium may be included for operating equipment if and only if hazards have been identified, such as buried propane tanks.

C. This provision shall be in effect when the City, in its sole discretion, posts an area with a "72-hour Notice and Order to Remove Personal Property", for the purpose of removing materials associated with an illegal encampment and subsequently cleans/clears the area. This shall not include postings providing notice that a removal has already occurred.

ARTICLE 16. – UNEMPLOYMENT COMPENSATION

16.1 Employees covered by this Agreement are included under the City's self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:

16.1.1 Provide coverage for full-time regular employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.

16.1.2 Coverage will only apply to those employees who are laid off.

16.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

16.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

16.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 17. - UNION REPRESENTATIVES

17.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.

17.2 The Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where employees are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and he shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 18. -SAFETY AND WORKERS COMPENSATION

18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City as more appropriate than those called for as a minimum by State Construction Code, the City standards shall prevail.

18.2 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. As such no employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer any loss of wages if any of the conditions described herein actually prevail.

18.3 The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If the supervisor or crew chief determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination. The City recognizes that the individual employee also has the right, in compliance with appropriate State and/or Federal laws, to report the hazardous condition directly to the State of Washington, Department of Labor and Industries, Division of Safety.

18.4 All employees covered by this Agreement shall be provided first aid training in compliance with the State Construction Code.

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

18.6 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days,

then (1) any accrued sick leave or vacation leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 17.5 which provides payment at the eighty percent (80%) rate, 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 17.5.

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

18.8 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, if medically possible, provides twenty-four (24) hours' notice of such meeting or examination.

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

18.9 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 17.6. 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 17.6.

18.10 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents an employee from performing their regular duties but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

18.11 Sick leave shall not be used for any disability herein described except as allowed in Section 18.6.

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

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

18.14 Safety Committee: – Local 77 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.

ARTICLE 19. –WORK OUT-OF-CLASS

19.1 When duties of an employee assigned to an out of class position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours, The employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. Proper authority for making the out-of-class assignment shall be a supervisor and/or Crew Chief. Employees must meet the minimum qualifications of the out-of-class position, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.

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

19.2 The City and the Union agree that the use of out-of-class assignments shall not be used to supplant the hiring of employees to job titles covered by this Agreement.

19.3 The City may work employees out-of-class for thirty (30) consecutive calendar days across bargaining unit jurisdictions for a period not to exceed thirty (30) consecutive calendar days.

19.4 The City may exceed the thirty (30) consecutive calendar day period for extended industrial or off-the-job injury, qualified disability of an employee or Family and Medical Leave qualifying condition.

a. The parties recognize that the City must comply with State and Federal law regarding return rights of employees who leave City service to serve in the Armed Forces of the United States. As such the parties agree that the City may exceed the thirty (30) consecutive calendar day period due to military leave of absence.

b. The parties agree that the City may exceed the thirty (30) consecutive calendar day period in order to provide the time required for the City to conduct a hiring process. When such circumstances require that a continuous out-of-class assignment be extended beyond 30 days, the City shall notify the Union in writing for concurrence.

c. The Union shall be informed in writing within five (5) business days of out-of-class assignments under this provision of the collective bargaining agreement setting forth employee name, their job classification, full time employee position number and reason for out of class.

d. Any extension of an out-of-class assignment beyond nine (9) months requires written mutual agreement of the Union and the City.

19.5 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. Out-of-class provisions related to threshold for payment, salary step placement, service credit for step placement and payment for absences do not apply in these circumstances.

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

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

19.8 In cases of emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee regularly performing this work.

19.9 For purposes of definition in this Agreement, “emergency” shall mean work necessitated by emergency caused by fire, flood, or danger to life, limb or property.

ARTICLE 20. –MISCELLANEOUS

20.1 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.

Determination as to (1) or (2) above 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 IBEW Local 77 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described in Section 20.1 of this Article, if such contract involves work normally performed by employees covered by Agreement.

~~20.1 The Union may grieve contracting out of work, if such contract involves work normally performed by the employees covered by this Agreement, and provided that such contract is the cause of the layoff of employees covered by this Agreement.~~

20.2 Identification Cards –~~-~~ Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

20.3 OEO~~ADR~~ –~~-~~ The City encourages the use of ~~alternative dispute resolution~~the Office of the Employee Ombud (OEO) ~~(ADR)~~ processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an OEO~~ADR~~ process is entirely voluntary, confidential, and does not impact grievance rights.

20.4 Personnel File –~~-~~ The employees covered by this Agreement may examine their Departmental personnel file in the Department Human Resources Office in the presence of the Human Resources Officer/Director or a designee. Employees who disagree with material included in their personnel file are permitted to insert a statement relating to the disagreement in their personnel file.

20.5 Supervisors File – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

20.6 Bulletin Boards –- The City shall provide bulletin board space for the use of the union in areas accessible to the members of the bargaining unit. However, that said, space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward and shall be officially identified as International Brotherhood of Electrical Workers. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.

20.7 Mileage –- All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

20.7.1 The cents per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.

20.8 Job Changes –- The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to their schedule for the old job ceases at the beginning of the new job.

20.9 Meetings – Employees shall not be required to attend meetings called by the City except during working hours.

20.10 Transfers –- Requests for transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the job to which transfer is requested.

a. -For internal transfers, the most Senior Qualified CMEO or CMEO, Sr. shall be provided the transfer.

For internal City of Seattle applicants (not a transfer), the hiring department shall conduct an interview process if there are at least two qualified applicants. If there is an internal posting that receives less than two qualified applicants, the department may proceed to external posting prior to completing the interview process.

All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City posting (except as noted below). The posting period for each position will be open for at least fourteen (14) calendar days (at least 7 days internal to department; at least 7 days internal to City).

Exceptions to the requirement are:

- Fill from a Reinstatement Recall List

- Fill from a Reversion Recall List
- Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority).

b. Seniority for purposes of this Article shall be based on total employment from the most recent date of employment with the Department in one's current classification listed in Schedule "A". In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern if they are still tied then City seniority in that classification shall govern, if still tied overall City seniority shall govern and if still tied the tie will be broken by a coin toss conducted by IBEW Local 77. Department seniority shall be based on the total continuous employment with the Department under regular appointment.

There will be no seniority credit granted for time worked at a higher level when working out-of-class assignments, but seniority shall continue to accrue in the employee's regular job classification.

For the purpose of determining either classification or Department seniority, leave of absence without pay not to exceed sixty (60) days per calendar year shall not be deducted. Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion.

Active Duty Military Leave shall be considered in the service credit and seniority list calculation consistent with Personnel Rule 7.9.3B(5)(d).

Department Seniority Classification List shall be provided to the Union each year no later than April 1st. Any issues related to the lists shall be handled in the Labor Management Forum and not subject to the grievance process.

20.11 ~~A.~~ Clothing ~~–~~ Five (5) pairs of overalls shall be furnished every two (2) weeks to all Senior Construction and Maintenance Equipment Operators and Construction and Maintenance Equipment Operators beginning January 1, 2009.

20.11.1 ~~B.~~ Boots – The Department shall pay three hundred dollars ($300)~~the amounts in 1 through 4 below~~ per year per employee during the term of this agreement as a lump sum payment via payroll for the cost for purchasing protective footwear. This payment will only be made in the pay period that covers April 1st. Any questions as to the application of this article shall be resolved by the joint Labor/Management Committee.

~~1. Effective January 1, 2018, one hundred thirty-five dollars ($135)~~
~~1. Effective January 1, 2020, the boot/footwear reimbursement shall be $175.00~~
~~1. Effective January 1, 2021 boot/footwear reimbursement shall be $200.00.~~
~~1. Effective January 1, 2022 boot/footwear reimbursement shall be $200.00~~

If the department begins providing boots as part of the employee's personal protective equipment the boot allowance shall cease.

20.12 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal.

20.13 The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

20.13.1 In addition, the Department shall pay for the cost of employees attending a driving school to attain their CDL. Driving school fees shall be paid by the Department directly to the driving school. Employees shall be reimbursed for one successful written and one successful skills test. ~~employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.~~

20.14 Commercial Driver's License – If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. All CDL physicals co-pay will be reimbursed by the City.

20.15 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for fees associated with the background records check and fingerprinting if such endorsement is required by the job.

20.16 Nothing contained herein shall guarantee that written exams, skill test, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

20.16.1 In addition, employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.

20.17 Transit Subsidy – The City shall provide a transit subsidy consistent with SMC 4.20.370.

20.18 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. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

20.19 When an employee is transferred to any position in which they have had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.20 Hazwoper –Training –: Employees that obtain Hazwoper (OSHA, CFR 29.1910) certification shall be paid an additional five dollars ($5.00) per hour while assigned to work that requires such certification. The City will pay for the initial training and any required continuing education to maintain the certification. The City reserves the right to limit the number of employees that obtain Hazwoper certification for City purposes.

20.21 Training is identified and scheduled by management and operational necessity. Training is considered work time and is compensated accordingly.

20.220 Seniority – The following seniority rules shall apply to all employees covered by this agreement:

a. All layoffs shall be conducted in accordance with the Seattle Municipal Code and the City Personnel Rules, but subject to Appendix D of this Agreement.
~~a.~~

b. For purposes of seniority other than layoffs, all seniority shall be determined by date of hire within the applicable classification and division. Time in classification outside of the affected department shall not be included.
~~b.~~

c. Transfers between divisions of a department shall be determined using the seniority as defined herein by first requesting volunteers from the appropriate job classification(s). If there are no volunteers, management shall utilize reverse seniority and requisite skills needed to operate the equipment for which the transfer assignment is made.
~~c.~~

d. Departments shall provide the Union with a seniority list for all classifications and members within their respective divisions and departments whenever requested in writing by their Union business office.

20.2321 The operator classification of equipment used in the Seattle Departments of Parks and Recreation, Public Utilities, and Transportation is set forth in A and B below. The operation of "A" classified equipment shall be compensated at the CMEO Sr. rate, and the operation of "B" classified equipment shall be compensated at the CMEO rate. Operator classification shall be the determining factor for purposes of compensation provided, that in the event a CMEO classified employee operates CMEO Sr. classified equipment, such employee shall be compensated at the CMEO Sr. rate consistent with Article 19 – Work Out-of-Class.

A. CMEO Senior
1. Asphalt Milling Machine (all sizes)
2. Asphalt Paver (all sizes)
3. Dozer/Crawler (all sizes)
4. Excavator/Track hoe (all sizes, wheeled and tracked)
5. Force Feed Loader (all sizes)
6. Mobile Crane (all sizes)
7. Motor Grader (all sizes)

B. CMEO
1. Backhoe (all sizes)
2. Front Loader (all sizes)
3. Roller (all sizes, asphalt and base)
4. Screen-All Material Sorter
5. Street Sweeper (all sizes)
6. Tractor (all sizes, turf, brush cutter, mower)

20.2~~1~~3.1 The City and the Union agree that historical pay practices at the SPU Transfer Stations shall continue.

20.23.2 Annual Seniority Lists will be provided by Department to the union for CMEO and CMEO, Sr. classifications.

20.2~~4~~2 For the duration of this agreement, the City and the Union agree to re-open the collective bargaining agreement for the following mandatory subjects of bargaining:

~~–~~Continuation of the 2020 increased Transit Subsidy ~~Changes associated with revisions made to the Affordable Care Act (ACA).~~

a.

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

20.2~~5~~3 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

20.2~~6~~4 Effective January 1, 2020, the City shall increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

ARTICLE 21. - CLASSIFICATIONS AND RATES OF PAY

21.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which are attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 21.1.1 through 21.1.34 and any discrepancies shall be governed by those Articles.

21.1.1 All Bargaining Unit Members shall receive a 5% market rate adjustment retroactive to the start of the contract.

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

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

~~Effective December 26, 2018, wages will be increased by 0.5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.~~

~~21.1.2 Effective December 25, 2019, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.~~

~~21.1.3 Effective January 6, 2021, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.~~

~~21.1.4 Effective January 5, 2022, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

21.1.45 Washington State Paid Family and Medical Leave Premiums ~~:~~ – 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.

21.1.56 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.

21.1.67 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

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

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

21.2.2 A temporary employee who has worked in an excess of five hundred (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited toward salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.

21.2.3 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 20.2.1.

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

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

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

21.2.7 Changes in Incumbent Status Transfers -- An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 20.2.1.

21.2.8 Promotions -- An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of their current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of their current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher-paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

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

–a. If the overpayment involved only one paycheck;
——1. By payroll deductions spread over two pay periods; or
——2. By payments from the employee spread over two pay periods.

b. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25.00) per pay period.

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

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

21.4 External wage study to be conducted and completed by the end of year 2 of the contract to inform wage negotiations for successor agreement. Parties will reach agreement on market comparables by the end of year 1 and the costs shall be split equally amongst departments (SDOT, SPU, Parks). The data shall be used for negotiations but the results of the wage study shall not be assumed to be automatically implemented and shall be subject to negotiations.

ARTICLE 22. SAVINGS CLAUSE

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

ARTICLE 23–. TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 20242. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 20242. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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

Signed this _____ day of _____, 20242019

IBEW LOCAL 77

By_____
Business Manager/Secretary

By_____
Steve Kovac
Business Representative

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No._____

By_____
~~Jenny Durkan~~Bruce Harrell, Mayor

By_____
~~Jana Sangy~~Shaun Van Eyk
Director of Labor Relations

By_____
Sascha Sprinkle~~Jeff Clark~~

Labor Negotiator, City of Seattle

APPENDIX A

AGREEMENT BETWEEN I.B.E.W., LOCAL 77
CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT

AND

CITY OF SEATTLE

A.1 Effective January 4, 2023, hourly base wages will receive a bargained rate adjustment of 5%.

A.2~~1~~ Effective ~~December 26, 2018~~January 4, 2023, hourly base wage rates shall be as follows:

	Step 1	Step 2	Step 3
Constr&Maint Equip Op	39.47	41.13	42.81
Constr&Maint Equip Op,Sr	44.97	N/A	N/A
Oiler-Rigger	33.85	35.13	

A.2 Effective ~~December 25~~January 3, ~~2019~~2024, hourly base wage rates shall be as follows:

	Step 1	Step 2	Step 3
Constr&Maint Equip Op	41.25	42.99	44.74
Constr&Maint Equip Op,Sr	46.99	N/A	N/A
Oiler-Rigger	35.37	36.71	

~~A.3 Effective January 6, 2021, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.~~

~~A.4 Effective January 5, 2022, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

APPENDIX B

AGREEMENT BETWEEN I.B.E.W., LOCAL 77

CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT

AND

CITY OF SEATTLE

B.1 The City and the Union agree that an employee who cannot renew their medical certificate because they cannot be medically qualified for health reasons, shall be referred to the Department's ADA process to determine if the employee can be reasonably accommodated into a CMEO or Senior CMEO job classification which does not require a Commercial Driver License ("CDL") to perform the work, provided such an opportunity exists. At no time will the accommodation result in a promotion and the accommodation must first include a good faith effort to place the employee in their respective home department.

B.2 The City and Union agree to establish a committee to review and consider the CDL requirement(s) for the CMEO and Senior CMEO classifications in each department. The committee will consist of members to include departmental management, 1 labor negotiator, 1 representative from Classification and Compensation (as needed), 1 Union representative, and 1 CMEO and 1 Sr. CMEO selected by the Union. Upon ratification and legislation of the Agreement, the City and Union shall identify their selected committee participants, and exchange potential dates to convene, such dates being no later than 30 calendar days after legislation unless the parties mutually agree to extend the timeline. The committee will meet no less than quarterly and may convene more often by mutual agreement. Upon conclusion of this committee work Appendix B of this agree expires.

APPENDIX C

AGREEMENT BETWEEN I.B.E.W., LOCAL 77

CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT

AND

CITY OF SEATTLE

C.1 The following MOU attached hereto and signed by the City of Seattle and Local 77 ("Parties"), is adopted and incorporated as Appendix C to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court's decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of 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. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

MEMORANDUM OF AGREEMENT

By and Between

THE CITY OF SEATTLE

And

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION No. 77

~~INFORMATION TECHNOLOGY PROFFESSIONALS UNIT~~

This Memorandum of Agreement, regarding Janus V. AFSCME Supreme Court Decision, is made and entered into by and between the City of Seattle (City) and IBEW Local 77, (Union), (collectively, Parties).

Background

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in part 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."

In June of 2018, the United States Supreme Court issued the Janus V. AFSCME decision. This created a change in circumstances in which the Parties' collective bargaining agreements became non-compliant with State and Federal law. In response to this change in circumstances, the Union issued a demand to bargain regarding the impacts and effects of the Janus V. AFSCME Supreme Court decision.

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

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

Article – Union Dues and Membership

Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. 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 offer 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 unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location. The City's obligation to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members

during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.

1. This Agreement is specific and limited to the referenced Demand to Bargain 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.

2. Issues arising over the interpretation, application, or enforceability of this Agreement may be resolved through the grievance procedure set forth in the Parties' collective bargaining agreement.

3. This Memorandum of Agreement (MOA) will be reviewed when the current collective bargaining agreement expires, either party may cancel this agreement on or after January 1, 2019 and both Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.

4. This agreement fulfills the City's obligation with regard to the Unions demand to bargain the Janus V AFSCME Supreme Court decision.

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

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

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

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

Susan McNab,
Interim Seattle Human Resources Director

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

SIGNATORY UNIONS:

12/19/18

Steve Kovac,
Union Representative, International
Brotherhood of Electrical Workers – Local 77

Jason Trotter,
Union Representative, International
Brotherhood of Electrical Workers – Local 77

APPENDIX D

AGREEMENT BETWEEN I.B.E.W., LOCAL 77

CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT

AND

CITY OF SEATTLE

The parties agree that the following personnel rule language will apply to this bargaining unit during the term of this agreement.

Personnel Rule 6.2 - Layoff

6.2.0 Authority

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority SMC

4.04.220 and subsequent revisions thereto, Layoff

SMC 4.24.030 and subsequent revisions thereto, Change in position or department RCW

73.16.010 and subsequent revisions thereto, Preference in public employment

6.2.1 Definitions

A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
B. "Bump" shall mean to displace a less senior employee in lieu of layoff.
C. "Classification" shall mean any group of positions that the Seattle Human Resources Director determines is sufficiently similar in nature and level of work that the same title may be equitably applied to all.
D. "Classification series" shall mean 2 or more classifications that perform similar tasks or work but differ in degree of difficulty and responsibility.
E. "Classified service" shall mean all employment positions in the City of Seattle that are

not excluded by ordinance, City Charter, or State law from the provisions of the Seattle Municipal Code and the Personnel Rules.

F. "Layoff" shall mean the discontinuation of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds, or through reorganization.

G. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.

H. "Probationary employee" shall mean an employee who has not yet completed a probationary period of employment.

I. "Referral program" shall mean a program administered by the Seattle Human Resources Director that provides job referrals to individuals who are at risk of layoff or who are on a reinstatement list.

J. "Regular employee" shall mean an employee who has been appointed to a position in the classified service and who has completed a 1-year probationary period of employment.

K. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.

L. "Reinstatement" shall mean the reappointment of an employee within 12 months of layoff from a reinstatement list to a position in the same classification or title from which the employee was laid off.

M. "Seniority" shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in his or her present classification and all higher classifications since original appointment to the present classification.

N. "Standing" shall mean the classification in which an employee accrues service credit for layoff purposes.

O. "Status" shall mean the condition of being probationary, trial service, or regular in the current classification.

P. "Step Progression Pay Program" shall mean a compensation system that provides for salary progression based on length of service.

Q. "Straight-time regular pay hours" shall mean all hours up to 40 per workweek for which an employee is compensated.

R. "Temporary worker" shall mean an individual who is employed to fill a temporary, emergency or short-term need, with no guaranteed minimum number of hours of employment.

S. “Trial Service” shall mean a 12-month trial period of employment for a regular employee who has completed a probation period and who is subsequently appointed to a position in another classification.

T. “Trial Service Employee” shall mean an employee who has not yet completed a period of trial service.

U. "Veterans’ preference" shall mean preference for retention in employment of any honorably discharged soldier, sailor or marine who is a veteran of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, the widow or widower of same, and/or the spouse of an honorably discharged veteran who has a service-connected permanent and total disability.

6.2.2 Application of this Rule

A. The provisions of this Rule apply to employees who are regularly appointed to positions in the classified service.
B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.
C. Except as specifically provided, this Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
D. This Rule does not apply to individuals who are employed under the terms of a grant that includes layoff provisions that conflict with this Rule.
E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

6.2.3 Conditions of Layoff

A. A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.
B. A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than 20 hours per workweek.

6.2.4 Order of Layoff

A. Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:
   1. Probationary employees;
   2. Trial service employees who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1);
   3. Regular employees

   Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title.

   Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

   Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

B. After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.

C. In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

6.2.5 Out-of-Order Layoff

A. Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.

B. A written request for an out-of-order layoff, signed by the appointing authority, shall be accompanied by documentation that shows that the employee who would be retained over the more senior employee was recruited specifically for his or her special experience, training or skill; or has been specially trained by the employing unit to fulfill a critical business need of his or her position.

C. In addition, a request for an out-of-order layoff must include compelling evidence that the more senior employee does not possess the special experience, training or skill required to perform the work of the position and could not be expected to satisfactorily perform the work of the position within a reasonable period of time.

D. If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

6.2.6 Procedure for Layoff

A. The appointing authority or designated management representative shall request from the Seattle Human Resources Director an order of layoff for the incumbents of the position(s), by classification, affected by the layoff and the effective date of layoff. The Seattle Human Resources Director shall provide to the appointing authority an order of layoff for the affected classification(s).

B. The order of layoff shall show each affected employee's length of continuous service in the classification as determined by the Seattle Human Resources Director based upon the employee's regular straight-time pay hours, projected through close of business on the effective date of the layoff. The appointing authority shall notify the Seattle Human Resources Director if any employee's relative position on the order of layoff is subject to change prior to its implementation as a result of a

change in work hours, unpaid leave of absence, etc.

C. Upon approval of the authorizing legislation or direction by the appropriate authority, the appointing authority or designated management representative shall officially notify an affected employee that his or her position is being abrogated or unfunded and he or she is subject to layoff on the effective date of such action.

D. Where regular or trial service employment is terminated by layoff, when possible, 30 calendar days notice shall be given the affected employee(s), and at least 15 calendar days notice shall be given unless:

1. Delaying the layoff would cause the employing unit to exceed its revenue for personal services for the affected work program; or
2. The layoff is 1 of a number of layoffs and delaying the layoff would cause serious financial detriment to the City; or
3. The layoff is caused by fire, storm damage, earthquake, destruction of property, strike, or any other such event that could not reasonably have been foreseen, or by peremptory state or federal legislation.

Nothing in this Rule shall preclude transfer in accordance with Rule 4.3.5 or reduction in accordance with Rule 4.3.3.

E. Upon receiving formal notification of layoff, the affected employee(s) shall, within 3 working days, submit an option selection form to the appointing authority specifying his or her irrevocable selection of 1 of the following options insofar as the option is available:

1. Transfer to avoid layoff (bumping) within the employing unit to the position held by the least senior employee in the same classification as the employee who has received notification of layoff; or
2. Accept layoff with placement of the employee's name on a reinstatement list for the classification from which laid off.

F. Failure of the employee to submit a completed option form to the appointing authority or designated management representative within 3 working days shall be construed as a resignation unless another time limit is approved by the appointing authority.

G. The appointing authority or designated management representative may give an affected employee informal notification before a proposed action is finalized that the action may result in the employee's layoff. The employee is not obligated to select an option as provided in Rule 6.2.6 (E) until he or she receives formal notification of layoff. An employee who has received informal notification shall be eligible to participate in any formal referral program(s).

6.2.7 Employee Options for Transfer To Avoid Layoff (Bumping)

A. Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.

B. The least-senior regular employee or a trial service employee who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1) who is laid off or is displaced pursuant to Rule 6.2.7 A may displace the employee having the least seniority in the next lower

classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less length of service than the displacing employee.

6.2.8 Referral Programs

A. The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, or who have been laid off, to appropriate employment positions.
B. The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
C. Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.
D. The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off.
E. Eligibility for participation in a referral program ends 12 months after actual layoff.

6.2.9 Reinstatement

A. The Seattle Human Resources Director shall establish and maintain for 12 months following layoff a reinstatement list for any classification or title from which City employees have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists. The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
    1. If there is more than 1 eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
    2. The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.
B. An employee who is reinstated shall:
    1. Be placed at the salary step in effect at the time of his or her layoff, with combined service counting toward progression to the next step, if he or she is appointed to a position in the Step Progression Pay Program.
    2. Have his or her seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
    3. Have his or her accumulated and unused sick leave balance restored.
    4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
    5. If the employee closed his or her account with the City Employees' Retirement

System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

C. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.

D. An employee who accepts appointment to a position in a classification or title other than that to which he or she has reinstatement rights shall be removed from the reinstatement list.

E. An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within 12 months following layoff shall:

1. Have his or her salary step placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum step of the range associated with the classification or title from which the employee was laid off; provided both classifications or titles are assigned to the Step Progression Program.
2. Complete a probationary or trial service period, as appropriate, in the new classification or title, if the position is in the classified service. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
3. Have his or her accumulated and unused sick leave balance restored.
4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
5. If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

F. An employee who is not reinstated or rehired within 12 months of layoff shall be considered to have been separated from City employment.

G. An employee who is rehired more than 12 months following layoff shall not be considered to have been reinstated. He or she shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

6.2.10 Voluntary Layoff

A. When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.

B. The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.

C. An employee who elects a voluntary layoff as described herein shall be subject to all

terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.