AGREEMENT BY AND BETWEEN THE CITY OF SEATTLE AND SEATTLE CITY LIGHT AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77 MATERIAL CONTROLLERS UNIT AND THE APPRENTICESHIP COORDINATORS UNIT

Effective January 1, 2023 to December 31, 2027

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Agreement

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Material Controllers Unit and Apprenticeship Coordinators Unit

Effective January 1, 2023 through December 31, 2027

PREAMBLE

THIS AGREEMENT is between the City of Seattle (hereinafter called the City) and the International Brotherhood of Electrical Workers Local Union No. 77 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

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 Material Controllers and/or Apprenticeship Coordinators.

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 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) 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 the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in this collective bargaining agreement. And shall be subject to all provisions of Appendix B of this agreement.

ARTICLE 4. DURATION, MODIFICATION AND CHANGES

4.1 This agreement shall become effective January 1, 2023, and shall remain in effect through December 31, 2027. 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, 2027. Any modifications requested by either party must be submitted to the other party no later than sixty (60) 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 no later than October 1st prior to the expiration of the Agreement, but not earlier than July of the first year of the contract duration. 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 increase and effective the same date as the increase. However, in accordance with Section 4.2 above and no later than six months after legislation of this agreement, the City agrees to complete a wage review of all classifications of Schedule A of this agreement with any ruled upon wage relationship adjustments being effective as prescribed herein.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The right to hire, promote, discipline 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.

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

5.6 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 which the City may take against an employee include:

A. Verbal warning
B. Written reprimand
C. Suspension
D. Demotion
E. Termination

5.7 Which disciplinary action is taken depends upon circumstances, including the seriousness of the affected employee's misconduct, and such other just cause considerations as the appointing authority deems relevant.

5.8 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue. Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 5.8 of this agreement.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 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.

6.2 A contract grievance in the interest of the 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.

6.2.1 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].)

6.3 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.

6.4 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. 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.

6.5 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, the Business Manager shall submit it in writing within ten (10) business days after the Step 1 response. The grievance should set forth the following:

A. A statement of the nature of the grievance and the facts upon which it is based.

B. The remedy or correction which it is desired that the City will make.

C. The Section or Sections of the Agreement relied upon as being applicable thereto.

D. When a grievance is so 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.

6.6 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/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/designee, shall make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing within ten (10) business days after the meeting between the parties.

6.7 **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.

6.8 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.

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

6.9.1 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.

6.9.2 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.
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.

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.
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.

6.10 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.

ARTICLE 7. LABOR MANAGEMENT COMMITTEES

7.1 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:

A. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.

B. 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.

C. 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.

D. To promote systematic labor/management cooperation between the Employer and its employees.

7.2 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.

7.3 **Meetings** – The parties agree that the Labor Management Committees and the Union shall meet periodically, and that each committee shall be comprised of representatives from Management and the Union.

7.3.1 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 8. WORK STOPPAGES

8.1 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.

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

ARTICLE 9. SICK, FUNERAL, EMERGENCY LEAVE AND VEBA

9.1 Employees accumulate sick leave credit from the date of regular appointment to City service, and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code 14.16, 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 Seattle Municipal Code 14.16.

9.2 Employees may accumulate sick leave with no maximum balance.

9.3 An employee may use accumulated sick leave if he or she the employee must be absent from work because of:

A. A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code 14.16 and other applicable laws such as RCW 49.46.210; or

B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24 To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or

C. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee place of business has been closed by order of a public official for any health-related reason, or when an employee's or child's school or place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or

D. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.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.

F. Sick leave used for the purposes contemplated by Article 9.3.D and 9.3.E must end before the first anniversary of the child's birth or placement.

G. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose shall be grounds for discipline up to and including dismissal in accordance with Article 8 of this collective bargaining agreement.

9.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

9.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

9.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

A. Makes prompt notification;

B. Claims use of sick leave time using the appropriate method(s);

C. Reports sick leave in minimum increments of fifteen (15) minutes;

D. Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 9.3, 9.4 and 9.5;

E. Obtains such medical treatment as is necessary to hasten his or her return to work; and;

F. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

9.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 5 of this Agreement.

9.8 Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide notice prior to the beginning of the shift that they would have worked that the employee is requesting to replace vacation and/or compensatory time off with sick leave. In the event the employee is unable to provide notice prior to the beginning of the shift due to being incapacitate the employee will provide notice as soon as possible. a statement from his or her health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.

9.9 **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 the Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210 he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 9.10). 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.

9.10 **Rate of Pay for Sick Leave Used to Cover Missed Overtime** – An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 9.3. Payment for the missed shifts shall be at the employee’s regular straight-time rate of pay.

9.11 **Return-to-Work Verification** – An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave may be required to provide certification from his or her their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

9.12 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. The employee’s properly certified absence shall be accorded the protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

9.13 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge. 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.

9.14 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have his or her former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

9.15 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of his or her their sabbatical leave.

9.16 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

9.17 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.

9.18 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.

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

9.20 **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.

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

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.

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

A. The "household" is defined as the physical aspects of the employee's residence, including personal pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, and parents or grandparents of the employee.

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

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

9.24 **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 for by Seattle Municipal Code 4.20.180.

9.25 **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.

9.26 **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.

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

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

B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2027.

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.

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

9.26.2 **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.

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.

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

ARTICLE 10. MEDICAL CARE, DENTAL CARE, VISION CARE

10.1 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."

10.1.1 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.

10.2 **Employer/Employee Benefit Contributions** – 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.

10.3 **Open Enrollment** – 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.

10.4 **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:

10.4.1 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.

10.4.2 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.

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

10.5 **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.

10.5.1 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.

10.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the base plan.

10.6 **Long-Term Care** – The City may offer an option for employees to purchase a long-term care benefit for themselves and certain family members.

10.7 **Health Care Legislation** – 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 11. ANNUAL VACATIONS

11.1 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.

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

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

Accrual Years	Accrual 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

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

11.5 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 an employee complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

11.6 **Vacation Carryover** – 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/designee, shall provide the Seattle Human Resources Director/designee, with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

11.7 **Service Year** – "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.

11.8 **Minimum Vacation Allowance** – 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.

11.9 **Employee Separation** – An employee who separates from the City service for any reason shall be paid in a lump sum for any unused vacation they have accrued.

11.10 **Death of Employee in Active Service** – 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.

11.11 **Exhausted Sick Leave Balance** – 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.

11.12 The Department Head/designee, 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 12. HOLIDAYS

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

12.2 **Holiday Pay** – 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.

12.3 **Regular Holidays** – 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. Employees who have either:

1. Completed eighteen-thousand seven-hundred and twenty (18,720) hours or more on regular pay status (Article 11.2); or,

2. Are accruing vacation at a rate of .0615 or greater (Article 11.3) 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 12.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

12.4 **Personal "Floating" Holidays** – 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.

12.4.1 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.

12.5 **Prior Notification of Holiday Work** – 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.

12.6 **Without Notice of Holiday Work** – 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 13. RETIREMENT

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

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

ARTICLE 14. HOURS OF WORK AND OVERTIME

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

14.1.1 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.

14.2 **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.

14.3 **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.

14.4 **Overtime** – All time worked more than 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 one and one-half (1.5) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief.

14.5 **Overtime/Compensatory Pay** – 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. 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 at the applicable OT rate.

C. Scheduling the use of any compensatory time shall be by mutual agreement of the employee and their supervisor. Supervisor shall arrange comp 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.

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.

E. At the discretion of the appointing authority, an employee who transfers from another employing unit may be allowed to transfer their compensatory time off balance, up to a maximum of eighty (80) hours. Any compensatory time balances in excess of eighty (80) hours shall be cashed out.

14.6 Regular employees in the Material Controller/Apprenticeship Coordinator series 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.

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

14.8 **Emergency Situations** – In extended emergency situations such as natural disasters/damage assessment, without prior notice, City Departments may switch to two (2) twelve (12) hours shifts until the emergency is resolved.

14.9 **Shift Differential** – An employee, to include any temporary 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
$0.75 per hour	$1.00 per hour

14.9.1 Effective January 4, 2023 employees, to include temporary employees, who are 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
$1.25 per hour	$1.75 per hour

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

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

C. 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.

14.10 **Meal Reimbursement** – When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift of at least eight (8) hours away from their place of residence or work two (2) hours or longer at the end of their shift of at least eight (8) hours when he/she 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 actually purchases a meal away from their 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 the end of the following pay period; otherwise, the employee shall be paid twenty dollars ($20) 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 a reasonable time 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. **Emergency Work Meal Reimbursement** – When an employee is called out to the field or a City facility 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 14.11.A and 14.11.B; 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 ten ($20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

14.11 **Work Schedules** – 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 this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least fourteen (14) calendar days in advance, and upon request, such changes shall be discussed with the Union. At least five (5) calendar days advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where five (5) calendar days advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift work under the new schedule.

14.12 **Alternative Work Schedules -** Notwithstanding Section 14.12, above, the City may, upon notice to the Union, approve four (4)-day/forty (40)-hour or nine (9)-day/eighty (80)-hour alternative work schedules for employees covered by this bargaining agreement subject to such terms and conditions established by each department. In administering alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 12 of this Agreement.

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.

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

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

   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. If a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

ARTICLE 15. UNEMPLOYMENT COMPENSATION

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

15.1.1 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.

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

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

15.1.4 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).

15.2 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 16. UNION REPRESENTATIVES

16.1 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.

16.2 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 the Steward 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 17. SAFETY AND WORKERS COMPENSATION

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Such compensation shall be authorized by the Seattle Human Resources Director/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.

17.7 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 and;

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.

17.7.1 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.

17.8 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 17.5. 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 17.5.

17.9 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties but in the judgment of the employee's physician could perform the duties of a less strenuous nature, shall be employed at the employee's 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.

17.10 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6 of this agreement.

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

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

17.13 **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.

17.14 **Intermediate Wear Allowance** - The City agrees that the Apprenticeship Coordinators are intermittent wearers of FR Clothing and shall receive an initial FR allotment of $620 and an annual yearly allotment of $245 thereafter.

17.15 Apprenticeship Coordinators shall be entitled to a boot allowance of $200 per year, paid annually on the first pay period after April 1.

ARTICLE 18. WORK OUT-OF-CLASS

18.1 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, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The City shall have sole authority to direct its supervisors as to when to assign employees to a higher classification. 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.

18.1.1 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.

18.2 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.

18.3 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) months for any one position. The six (6) month period may be extended under the following circumstances:

A. A hiring freeze exists, and vacancies cannot be filled;

B. Extended industrial or off-the-job injury;

C. A position is scheduled for abrogation; or,

D. A position is encumbered (an assignment in lieu of layoff.

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

18.5 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.

18.6 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.

18.7 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.

18.8 In cases of emergencies, employees may be required to perform work outside of their classification.

18.9 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 19. MISCELLANEOUS

19.1 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.

19.2 **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. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

19.4 **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.

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

19.6 **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, Personnel Manager, or designated representative prior to posting.

19.7 **Mileage** – All employees who 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.

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

19.8 **Transit Subsidy** - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from $7.00 to $10.00.

19.9 **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.

19.10 **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 the employee's schedule for the old job ceases at the beginning of the new job.

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

19.12 **Employee Transfer** – When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

19.13 **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.

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.

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.

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.

19.14 The Union and the City agree to reopen negotiations on the following:

A. Changes associated with revisions made to the Implementation of Affordable Care Act (ACA);

B. 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.

ARTICLE 20.   CLASSIFICATIONS AND RATES OF PAY

20.1 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 20.1.1 through 20.1.4 and any discrepancies shall be governed by those Articles.

20.1.1 Effective January 4, 2023, employees' base wage rates for titles covered under this Collective Bargaining Agreement shall receive a one percent (1%) negotiated wage adjustment applied to the base wage, then a cost of living adjustment (COLA) equal to five percent (5%) shall be applied to the new base wage.

20.1.2 Effective January 3, 2024, employees base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to four-point-five percent (4.5%).

20.1.3 Effective January 1, 2025, employees base wages will be increased by one-point-zero-percent (1.0%) plus one hundred percent (100%) of the annual growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

20.1.4 Effective December 31, 2025, employees base wages will be increased by one hundred percent (100%) of the annual 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 2024 through June 2025, plus one percent (1%). However, this percentage increase shall not be less than two-point-five percent (2.5%) nor shall it exceed five percent (5.0%).

20.1.5 Effective December 30, 2026, employees base wages will be increased by one hundred percent (100%) of the annual 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 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

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

20.1.7 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.

20.1.8 **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.

20.2 **Wage Step** – 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.

20.2.1 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, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per 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.

20.2.2 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.

20.2.3 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.

20.2.4 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.

20.2.5 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. In 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.

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

20.2.7 **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.

20.2.8 **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.

20.2.9 **Employee Demotion** – 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.

20.2.10 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 the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary 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.

20.2.11 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, they shall continue to receive such higher salary as an “incumbent” for so long as they remain in the position or until the regular salary for the classification exceeds the “incumbent” rate of pay.

20.3 **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 it may, at the employee's request be repaid, 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 the employee's 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.

ARTICLE 21. SAVINGS CLAUSE

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

ARTICLE 22. TERM OF AGREEMENT

22.1 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, 2027. 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, 2027. 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.

22.2 Notwithstanding the provisions of Section 22.1, 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 17th day of July, 2024

IBEW LOCAL 77

By Rex Habner
Rex Habner, Business Manager/Secretary

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. 127047

By Bruce A. Harrell
Bruce Harrell, Mayor

By [signature]
Chase Munroe,
Interim Director of Labor Relations

By [signature]
Afton Larsen, Labor Negotiator

APPENDIX A

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

AND

CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP COORDINATORS UNIT

A.1 Effective January 4, 2023, hourly base wage rates shall be increased as follows (1% Negotiated Wage Adjustment plus 5.0% COLA):

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Apprenticeship Coord-BU	38.96	40.51	42.10	43.76	45.52
Material Controller,Prin-BU	41.92	43.58	45.35	47.00	48.84
Material Controller,Sr-BU	36.05	37.37	38.81	40.35	41.92
Material Controller-BU	29.87	30.88	32.12	33.33	34.67

A.2 Effective January 3, 2024, hourly base wage rates shall be increased as follows (4.5%%):

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Apprenticeship Coord-BU	40.72	42.33	44.00	45.73	47.56
Material Controller,Prin-BU	43.81	45.54	47.39	49.12	51.03
Material Controller,Sr-BU	37.67	39.05	40.56	42.17	43.81
Material Controller-BU	31.22	32.27	33.57	34.83	36.23

A.3 Effective January 1, 2025, hourly base wage rates shall be increased as enumerated in Section 20.1.3 of the Collective Bargaining Agreement.

A.4 Effective December 31, 2025 hourly base wage rates shall be increased as enumerated in Section 20.1.4 of the Collective Bargaining Agreement.

A.5 Effective December 30, 2026, hourly base wage rates shall be increased as enumerated in Section 20.1.5 of the Collective Bargaining Agreement.

APPENDIX B

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

AND

CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP COORDINATORS UNIT

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

SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP

COORDINATORS 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 3– 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