

ORDINANCE No. 118169

COUNCIL BILL No. 111286

...a collective  
...between the city/  
...Association of  
...the  
...industry,  
...departments and law chiefs  
...effective  
...December 31, 1997; and providing  
...therefor.



COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <u>6-3-96</u>	By: <u>W...</u>
Referred: <u>6-3-96</u>	To: <u>Personnel</u>
Referred:	To:
Referred:	To:
Reported: <u>JUN 10 1996</u>	Second Reading: <u>JUN 10 1996</u>
Third Reading: <u>JUN 10 1996</u>	Signed: <u>JUN 10 1996</u>
Presented to Mayor: <u>JUN 11 1996</u>	Approved: <u>JUN 14 1996</u>
Returned to City Clerk: <u>JUN 14 1996</u>	Published: <u>little app.</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

*mc*  
**Law Department**

INDEXED

**The City of Seattle**

REPORT OF C

Honorable President:

Your Committee on PERSONNEL & LABOR POLICY

to which was referred the within Council Bill No. 111286  
report that we have considered the same and respectfully rec

6/5/96 PASS 3-0 (TW, JD, JM)

Full Council

Tom Mark

Com

Department

EXED

# The City of Seattle--Legislative Department

## REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on PERSONNEL & LABOR POLICY

to which was referred the within Council Bill No. 111286

report that we have considered the same and respectfully recommend that the same:

6/5/96 PASS 3-0 (TW, JD, JM)

Full Council Vote 9-0

Tom Threlk

Committee Chair

AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs), effective through December 31, 1997; and providing payment therefor.

WHEREAS, a collective bargaining agreement between the City and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32, as the representative of certain City employees, expired on December 31, 1994; and

WHEREAS, a Memorandum of Understanding by and between the City of Seattle and the Coalition of Unions concerning wages, health care benefits, and other conditions of employment was authorized by Ordinance 117487; and

WHEREAS, said Memorandum of Understanding extended each member Union's labor agreement through December 31, 1995, and open for further negotiations between the City of Seattle and each of the member Unions; and

WHEREAS, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32, was a member of the Coalition of Unions; and

WHEREAS, said employees continued to work after August 31, 1994, on condition that the subject of their wages and other conditions of employment were and continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages and certain other conditions of employment between the City and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs); Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As contemplated by Ordinance 117487 and as requested by the Personnel Director and recommended by the Mayor in the materials attached hereto, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32, effective through December 31, 1997, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs), with "Appendix A" thereto setting forth rates of pay for the classes of positions listed therein effective December 28,

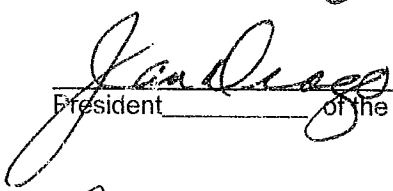
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2 Section 2 The heads of employing units are hereby authorized to use unexpended  
3 and unencumbered salary funds accumulating in their budgets to pay the compensation  
4 authorized herein. The Finance Director is authorized to draw and pay the warrants drawn  
5 for the compensation authorized herein.

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

8 Section 4. This ordinance shall take effect and be in force thirty (30) days from and  
9 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)  
10 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

11 Passed by the City Council the 10 day of June, 1996, and signed by me  
12 in open session in authentication of its passage this 10 day of June, 1996.

13  
14   
President \_\_\_\_\_ of the City Council

15  
16 Approved by me this 14 day of June, 1996.

17  
18   
Mayor

19  
20 Filed by me this 14 day of June, 1996.

21  
22   
City Clerk

23  
24 (SEAL)  
25  
26

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# City of Seattle Personnel Department

Norman B. Rice, Mayor Sarah Welch, Personnel Director



FILED  
CITY OF SEATTLE  
96 JUL 23 AM 10:24  
CITY CLERK

July 22, 1996

TO: Judith Pippin  
City Clerk

ord. 118169

ATTENTION: Margaret Carter

FROM: Steve Lakich *Steve Lakich*  
Director of Labor Relations

SUBJECT: Collective Bargaining Agreement between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs)

Enclosed is one signed copy of the collective bargaining agreement between The City of Seattle and Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs)

SL/bc  
Enclosures

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CLERK.CBA

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12th Floor, Dexter Horton Building Telephone Device for the Deaf and  
710 Second Avenue the Hearing Impaired (TDD)  
Seattle, WA 98104-1793 684-7888  
Fax # 684-4157

Printed on Recycled Paper

AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATTLE

AND

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING & PIPE FITTING INDUSTRY  
LOCAL 32

WATER DEPARTMENT CREW CHIEFS

AND

PLUMBER CREW CHIEFS

Effective through December 31, 1997

FILED  
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95 JUL 23 AM 10:24  
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### PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (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.

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## ARTICLE 1 - NON-DISCRIMINATION

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, 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.

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

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

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## ARTICLE 2 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

2.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service from an eligible register.

2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

2.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5; 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 18.1.4; 18.1.4.1-5; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, Grievance Procedure;

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provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.2.1 Temporary employees shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed.

2.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

0001st hour through 0520th hour ..... 05% premium pay

0521st hour through 1040th hour ..... 10% premium pay

1041st hour through 2080th hour ..... 15% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 20% premium pay)

2081st hour + ..... 20% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 25% premium pay)

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

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

2.2.3 Temporary Employee Medical And Dental Eligibility - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or

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the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.2.4 Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2800) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2, 2.2.3, and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are

available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

2.2.8 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 The City may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2, or solely to avoid considering creation of permanent positions.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12.

2.3 The City participates in programs or may establish programs which result in individuals performing work for the City which would otherwise be performed by employees in positions covered by this bargaining agreement. Such programs have included and may include youth training and employment programs; federal comprehensive employment and training act (CETA) or similar program; "project hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court ordered community service, volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this agreement under this section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such

upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly assigned position. The City will furnish the Union a copy of such training plan(s), prior to implementation, if they affect bargaining unit employees.

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### ARTICLE 3 - LABOR-MANAGEMENT COMMITTEE

3.1 The City and the Union agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives of the Union including the Business Manager or his representative and three representatives of the City including the Director of Labor Relations or his representative. When the issues to be discussed pertain to a single department, the two remaining members of each party's committee shall be employees from within the given department. The purpose of this Committee is to address matters of general concern to the Union and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a collective bargaining forum nor a decision making body. Either the Union or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement. Requests for such a meeting shall be made in writing by the Business Manager of the Union or the City Director of Labor Relations or their delegated representatives.

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## ARTICLE 4 - UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1975, currently covered by this Agreement, who is not a member of the Union shall on or before the thirtieth (30th) day following said date either join the appropriate Union or contribute an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned into a bargaining unit job title or position covered by this Agreement on or after January 1, 1975, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay to the Union an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members.

4.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

4.1.2 A temporary employee shall, after having worked 174 straight-time hours, pay to the Union in lieu of the union membership requirement of Article 4 a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees for each one hundred and seventy four (174) straight-time hours worked thereafter within the bargaining unit.

4.2 When an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days written notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation as described in Section 4.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Section 4.1. In this notice the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

4.3 The City shall deduct from the pay check 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 employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

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4.3.1 The performance of this function shall be recognized as a service to the Union by the City.

4.3.2 The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article.

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## ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5.2 A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for nonacceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

5.4.1 Where extenuating circumstances warrant and where the Union has initiated a grievance at Step 1 in a timely manner, should the Union fail to process the grievance within the allotted time limit in Step 2 or Step 3, the Union shall be permitted once per grievance to use an additional five (5) consecutive calendar day period which shall commence immediately upon the expiration of the normal filing period and a like amount of time shall be deducted from the time period in which to file the grievance at the next step. The Union shall stipulate in writing, when initiating the next step of the grievance procedure, that it is exercising the terms of this particular provision. The Union agrees that use of this section shall be considered an exception which shall be invoked rarely.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being thirty (30) calendar days or less prior to the initial filing of the grievance.

5.6 A grievance shall be processed in accordance with the following procedures:

5.6.1 (Step 1) - The grievance shall be reduced to written form which shall include identification of the section(s) of the Agreement allegedly violated and the violation. The Union representative shall forward the written grievance to the management supervisor within fourteen (14) calendar days after the alleged contract violation. The management supervisor shall thereafter convene a meeting within fourteen (14) calendar days between the Union representative and aggrieved employee, together with the designated supervisor, the section manager and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The management supervisor shall give a written answer to the Union within seven (7) calendar days after the grievance meeting.

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5.6.2 (Step 2) - If the grievance is not resolved as provided in Step 1 above, the Union representative shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The division head shall convene a meeting within seven (7) calendar days after receipt of the grievance between the aggrieved employee and Union representative together with the division head, section manager and department labor relations officer. The City Director of Labor Relations or his designee may attend said meeting. Within seven (7) calendar days after the meeting, the division head shall forward a reply to the Union.

5.6.3 (Step 3) - If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 2 pursuant to Section 5.2, the Union representative shall forward the written grievance defined in the same manner as provided in Step 1, within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or his designee shall investigate the alleged grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. He shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing fourteen (14) calendar days after receipt of the grievance or the meeting between the parties.

5.6.4 (Step 4) - If the grievance 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 shall be made within thirty (30) calendar days after the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

Identification of section(s) of Agreement allegedly violated;

Nature of alleged violation;

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

Remedy sought.

5.6.5 By mutual agreement, the Union and the City may: 1) submit the grievance for mediation in lieu of arbitration (in which case the parties waive the right to pursue the matter further to arbitration); or 2) request the arbitrator selected for arbitration, or another arbitrator, to mediate the dispute, which shall then be subject to arbitration if mediation should fail to result in a settlement.

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

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

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

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

5.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

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

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the grievance procedure; provided further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

5.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following three procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, *i.e.*, suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8.3.

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

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## ARTICLE 6 - WORK STOPPAGE

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

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

6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.

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

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

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

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## ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

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

7.2 Effective January 8, 1997, the base wage rates enumerated in Appendix A of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semiannual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for the first half of calendar year 1996 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semiannual Average 1st half 1996} - \text{Semiannual Average 1st half 1995}}{\text{Semiannual Average 1st Half 1995, Seattle-Tacoma CPI-W}} \times 100$$

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

7.2.1 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.

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## ARTICLE 8 - ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the Employer, 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.

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

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

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

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8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or at the discretion of the department head, such lesser amount as may be approved by the department head.

8.7 An employee who separates from City service after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

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

8.9 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the pay roll.

Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

8.10 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence.

Where the terms of this section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Water Department Distribution Section of Water System Services will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water System Services Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

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## ARTICLE 9 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

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

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of 30 calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, 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.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay and, in addition, they shall receive either one and one-half (1½) times their straight time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined

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as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight time rate of pay for hours worked on the holiday in addition to the straight time rate of pay for the holiday.

9.4 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 9.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 9.1 during that calendar year.

9.4.1 The Personal Holiday may be used in the same manner as an earned vacation day. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

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## ARTICLE 10 - SICK LEAVE AND FUNERAL LEAVE

10.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Illness or injury of a family member or for other conditions requiring care of family members as required of the City by state law and/or as defined and provided for by City of Seattle ordinance cited at SMC 4.24.
- E. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

10.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.

10.1.2 Unlimited sick leave credit may be accumulated.

10.1.3 Upon retirement, 25% of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to his retirement.

10.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

10.1.4 Upon the death of an employee, either by accident or natural causes, 25% of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

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

10.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such

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absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

10.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave;

When suspended or on leave without pay and when laid off or on other non-pay status.

When off work on a holiday.

When an employee works during his/her free time for an employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

10.1.8.1 Prompt Notification - The employee shall promptly notify his immediate supervisor, by telephone or otherwise, on his first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

10.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

10.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her department supervisor.

10.1.8.4 Claims to Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half hour shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

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

10.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandchild, grandfather, grandmother of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other person as allowed by City Ordinance. Such persons shall be determined as close relatives or relatives other than close relatives pursuant to the terms of the Ordinance for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided above.

10.3 Emergency Day - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

The employee's spouse or parent has unexpectedly become seriously ill or has had a serious accident; provided the employee is not eligible to use sick leave to cover this absence; or

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

The "day" may be used in two separate instances but no more than eight (8) hours shall be allowed in any Agreement year.

10.4 Wellness Incentive Plan - Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be

recognized as all pay periods for which compensation is paid and includable as income for IRS tax purposes as one year's reportable earnings.)

This benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

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## ARTICLE 11 - RETIREMENT

11.1 Pursuant to Ordinance No. 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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

12.1 Medical Care - During the term of this Agreement, the Employer shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the Employer and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health, which are applicable to employees covered by this Agreement and which were in effect upon the date of execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the Employer and the Union regarding these health care plan revisions.

12.1.1 During calendar years 1995, 1996 and 1997, the Employer shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the city and the Union.

12.1.2 As an alternative, the employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the Employer paying the entire monthly premium for calendar years 1995, 1996 and 1997 for that program or a similar program mutually agreed upon by the city and the Union.

12.1.3 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the Employer at its discretion, may remain under that plan, as long as the Employer decides to continue such an option, with the Employer paying the entire monthly premium for calendar years 1995, 1996 and 1997.

12.1.4 The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.

12.1.5 Effective January 1, 1996, employees who retire on or after January 1, 1995 and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experience-rated with active employees.

12.2 Dental Care - During the term of this Agreement, the Employer shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the Employer and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. Effective March 1, 1995, the per person annual maximum benefit shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500). Effective January 1, 1996, sealant coverage for each eligible dependent under the age of 14 shall be provided. Effective

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January 1, 1997, the lifetime maximum orthodontic benefit for each eligible dependent shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500).

12.2.1 During the calendar years 1995, 1996, and 1997, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2, or a similar program mutually agreed upon by the city and the Union.

12.3 The maximum monthly medical and dental care premiums per covered employee including his/her dependents the Employer shall assume shall be no less, but no more than the Employer's share of premium rates established for the calendar year 1997, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

12.4 The health care programs cited in Sections 12.1 and 12.2 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 Employer may, at its discretion, change the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan through another carrier. However, any contemplated modification(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. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

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

12.5 During the term of this Agreement, the Employer and the Union may mutually agree to eliminate the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical or dental benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.2 and 12.4.

12.6 Long Term Disability - The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

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12.6.1 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 this section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.6.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 1997 for the base plan; provided further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 12.6.

12.7 Life Insurance - The city shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

12.7.1 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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.7.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families. The implementation of this benefit will correspond with the implementation of the City's new HRIS system.

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## ARTICLE 13 - INDUSTRIAL INJURY OR ILLNESS

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

13.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid, in accordance with Section 13.1 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 13.1.

13.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

13.1.3 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

13.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

13.2 Initial Care Facility - The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996 unless the time frame is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.

13.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.1.

13.4 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her 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 Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

13.5 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

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

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

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

## ARTICLE 14 - UNION REPRESENTATIVES

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

14.2 The Union may appoint a Shop Steward. Immediately after appointment of its Shop Steward, the Union shall furnish the City Personnel Office and the affected department(s) with notice of the employee who has been designated as Shop Steward, and failure to do so will result in non-recognition by the City of the Shop Steward. Such notice shall also be updated as needed. The Steward shall be an employee covered by this Agreement and shall perform his/her regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.2.1 The Shop Steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall the Steward interfere with orders of the employer or change working conditions.

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## ARTICLE 15 - WORK OUTSIDE OF CLASSIFICATION

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15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager or director directly above the position which is being filled out of class, who has budget management authority of the work unit as determined by the Department Head. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer 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 which represents the body of work being worked out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

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

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

15.1.3 The practice of no out-of-class pay for paid leave will continue.

15.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without



increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues and belong to the Union he or she always belonged to. The overtime provisions applicable are those of the contract covering the bargaining unit position the employee previously or normally holds. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

15.2.1 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower paying classification dependent upon the availability of such work and subject to the approval of the Employer. 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.

15.3 Water department personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

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## ARTICLE 16 - SAFETY STANDARDS

16.1 All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

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## ARTICLE 17 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

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

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

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of:

- (1) a subsequent, regular appointment from one classification to a different classification;
- (2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period;
- (3) or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

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

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

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

17.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

17.2.2 An employee shall attain regular employee status after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3.

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

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

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

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

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

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

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

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

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

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

17.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Recall List and the employee's record shall reflect a quit.

17.4.9 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed to another classification.

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

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

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

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

17.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel

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Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

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## ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.1 Eight (8) hours within nine (9) consecutive hours shall constitute a work day and five (5) consecutive days shall constitute a work week of forty (40) hours. Work schedules shall normally consist of five consecutive days followed by two consecutive days off, except for relief shift assignments, 4/10 work schedules and other special schedules.

18.1.1 Breaks and Meal Periods - During a normal work shift of up to 12 hours, an employee will be allowed one 15 minute paid break in each half of the shift. Employees shall be allowed a half-hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten to twelve hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid half-hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one half-hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted a half-hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 18.1.1, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefor shall be provided to the Union. Two (2) days' advance notice shall be afforded the union and employees covered by this Agreement when shift changes are required by their supervisor.

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18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be due compensation in the following manner according to the category of overtime as defined:

A "work week" for purposes of determining whether an employee exceeds 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.

18.1.4.1 Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight time rate of pay.

18.1.4.2 Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call out basis, involving field duties related to Water or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight time rate of pay.

18.1.5 Notwithstanding the other sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions and rates of pay in paragraphs 18.1.4.1 through 18.1.4.3.

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

Example:

Zero (0) minutes to two (2) hours = 4 hours straight time pay. Two and one-half (2½) hours = 5 hours straight time pay. Four (4) hours = 8 hours straight time pay.

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:



Conditions:

1. The employee is required to work in excess of eight hours on an overtime basis, and
2. The employee's next regularly scheduled shift begins within eight hours of being released from overtime, and
3. The employee must have worked a total of 16 hours within the 24-hour period commencing at the beginning of his/her preceding regular shift.

Compensatory Time Benefit:

For each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one hour of compensatory time which must be used at the beginning of or during the employee's next regular shift which commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Water Department, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

18.1.8 Meal Reimbursement - Full time employees shall be eligible for a meal reimbursement benefit when directed to work unscheduled overtime of two or more hours either immediately prior to or immediately after a shift.

Such benefit will not be provided when an overtime work assignment has been scheduled unless such overtime extends for more than three hours beyond the length of a shift. Overtime shall be considered to be "scheduled" if an employee is notified no later than the end of the work shift completed the day before the overtime is to be worked and the employee has had the opportunity to go home after such notice.

Employees who are called out to work overtime in an emergency situation who are not therefore able to plan for meals shall be eligible for a meal reimbursement or a meal allowance if the emergency overtime hours of work continue for at least ten (10) hours and shall be eligible for a reimbursement or a meal allowance for each five hours worked thereafter on an overtime basis.

In lieu of a meal reimbursement benefit or allowance a department may, at its discretion, provide a meal during or immediately after the overtime work period.

Reimbursement shall be made for cost, to the maximum specified below, if a receipt is provided by the employee no later than the beginning of the next regular shift. Absent a receipt, an employee is

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eligible for a meal allowance in lieu of reimbursement in the amount specified below provided the employee makes written application for same by the beginning of the employee's next regular shift.

<u>Meal Period</u>	<u>Maximum Meal Reimbursement</u>	<u>Meal Allowance</u>
Breakfast	\$6.00	\$6.00
Lunch	\$8.00	\$6.00
Dinner	\$15.00	\$6.00

The meal periods will be:

12:00 midnight	- 11:30 a.m.	- Breakfast
11:30 a.m.	- 4:30 p.m.	- Lunch
4:31 p.m.	- 11:59 p.m.	- Dinner

The amount of the reimbursement shall be based on the time the break for a meal begins or, if no meal period break is provided, on the time released from overtime. The City shall not reimburse for the cost of alcoholic beverages and gratuities.

18.2 Standby Duty (Applicable in all departments and to all bargaining unit employees) - Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by pager Standby, at the employee's option to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the rate of ten percent (10%) of the employee's straight time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for actual hours worked and compensation shall be provided in accordance with Section 18.1.5.

18.3 Water Department Standby Procedure - Voluntary Standby Rosters will be posted for the Operations Division and Watersheds and Transmission Divisions. Crew Chiefs in the Operations Division and Crew Chiefs in the Watersheds and Transmission Divisions, may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have his/her name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to his/her scheduled date to commence Standby Duty. An employee may have his/her name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of his/her position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.3.1 If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of two (2) Crew Chiefs/Lead Workers in Operations Division and one (1) Crew Chief or Lead Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Water Department will immediately notify the Shop Steward or

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Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Water Department may designate additional personnel to provide equivalent coverage. Designation will be made in reverse seniority order from a list of all affected employees. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees. (Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; alphabetical order of last names shall break a tie in seniority.

18.3.2 Personnel on Standby are expected to call within 15 minutes after being paged. Overtime pay will start from the time the individual calls in, if he or she reports to work as directed within a reasonable time after calling in.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home.

18.3.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel and travel time shall be at Water Department expense if required on off-duty time. No employee shall be required to report to other than his normal duty station to commence his/her work day for purposes of such training.

18.3.4 Personnel who are assigned to Standby Duty as acting Water Pipe District, Water Transmission and Water Treatment Supervisor shall be compensated at 10% of the first salary step of the Supervisor they are replacing as authorized by Ordinance and shall revert to the bottom of the Standby Roster after such duty. Assignment to Standby as acting Supervisor shall continue to be at the sole discretion of the Employer.

18.4 Before instituting a standby procedure applicable to any bargaining unit title in any City Department, the Department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within 30 days from the date a procedure was originally proposed, the Department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A Department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the Department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within 30 days from the date procedure modifications were originally proposed, the Department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting

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with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.5 Employees in the Water Operations and Water Quality units of the Water Department who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift.

Swing Shift	35¢/hour
Graveyard Shift	45¢/hour

The above shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave or other paid leave benefit.

Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

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## ARTICLE 19 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2.(4).

19.1.1 Intra-departmental Transfers - A department head may transfer an employee from one position to another position in the same class in his/her department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

19.1.2 Other transfers may be made upon consent of the department heads of the departments involved and with the Personnel Director's approval as follows:

- (1) Transfer in the same class from one department to another; such transfer may be made concurrent with the appointment of an employee to another class.
- (2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- (3) Transfer, in lieu of layoff, may be made to a position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced.
- (4) Transfer, in lieu of layoff, may be made with limited standing to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.2.(3) is not practicable.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reasons for such requested reduction, if the request is concurred in by the department head and is approved by the Personnel Director. Such reduction shall not displace any regular employee or any probationary employee.

19.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.3.5. Upon a showing, concurred in

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by the department head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

19.3 **Layoff** - Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

19.3.1 Employees within a given class or assignment level within a class in a department shall be subject to layoff in accordance with the following order:

- (1) Interim appointees;
- (2) Temporary or intermittent employees not earning service credit;
- (3) Probationary employees (except as their layoff may be affected by military service during probation);
- (4) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

19.3.2 The City may lay off out of the order set forth within Section 19.3.1 for one of the following reasons:

- (1) Upon showing by the department head that the operating needs of the department require a special experience, training, or skill.
- (2) When women or minorities are substantially under represented in an "Equal Employment Opportunity" category within a department; or when a planned layoff would produce substantial under representation of women or minorities; and when such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.
- (3) To provide that Grant funded employees shall not displace other regular employees upon their termination from Grant funded positions.

19.3.3 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid off employee.

19.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her

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department or he/she may be transferred as provided in Section 19.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.3.5. This section shall apply within each of the following class series: 1) Plumber; Plumber, Senior; Plumber Crew Chief; 2) Water Pipe Helper, Water Pipe Worker, Water Pipe Worker, Senior; Water Pipe Crew Chief, Headworks Crew Chief, and Pipeline Maintenance Crew Chief; 3) Water Quality Inspector; Water Quality Inspector, Senior; 4) Water Service Inspector; Water Service Inspector, Senior; 5) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician.

19.3.5 For purposes of layoff, service credit in a class or assignment level within a class for a regular employee shall be computed in that class or assignment level within a class and shall be applicable in the department in which employed as follows:

- (1) After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- (2) A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- (3) Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.
- (4) Service credit shall be given for service prior to an authorized transfer.
- (5) Service credit shall be given for time lost during:
  - Jury duty;
  - Disability incurred in line of service;
  - Illness or disability compensated for under any plan authorized and paid for by the City;
  - Service as a representative of a Union affecting the welfare of City employees;
  - Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

19.3.5.1 Service credit for purposes of layoff shall not be recognized for the following:

- (1) For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction;

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- (2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Personnel Director;
- (3) For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

19.4 Recall - The names of regular employees who have been laid off or, when requested in writing by the department head, probationary employees who have been laid off, shall be placed upon a reinstatement register for the same class and for the department from which laid off for a period of one (1) year from the date of layoff.

19.4.1 Upon request of the department head, the Personnel Director may approve the certification of anyone on such a reinstatement register as eligible for appointment on an open competitive basis in the department requesting certification.

19.4.2 Anyone on a reinstatement register who becomes a regular employee in the same class in another department shall lose his/her reinstatement rights in his/her former department.

19.4.3 Anyone accepting a permanent appointment in the class from which laid off and in a department other than that from which he/she was laid off shall not be certified to his/her former department unless eligibility for that department is restored.

19.4.4 Refusal to accept permanent work from a reinstatement register shall terminate all rights granted under this Agreement; provided however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

19.4.5 If a vacancy is to be filled in a given department and a reinstatement register for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from that department, the following shall be the order of certification:

- (1) Regular employees in the order of their length of service. The regular employee on such register who has the most service credit shall be first reinstated.
- (2) Probationary employees without regard to length of service. The names of all probationary employees upon the reinstatement register shall be certified together.

19.4.6 The City may recall laid off employees out of the order set forth within Section 19.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skills.

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19.4.7 Nothing in this Article shall prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class, as provided in this Article.

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

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## ARTICLE 20 - GENERAL CONDITIONS

### 20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on of their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight hours' work, such employees will be paid one-half hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 Mileage Allowance - Effective January 15, 1995, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-nine cents (29¢) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents (¢) per mile mileage reimbursement rate set forth within Section 21.4 shall be adjusted January 15 of each year for the term of this Agreement to reflect the United States Internal Revenue Service "cents (¢) per mile rate" in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the Department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the Department Head or his/her designee.

20.2.2 The cents (¢) per mile mileage reimbursement rate set forth within Section 21.4 shall be adjusted January 15 of each year for the term of this Agreement to reflect the United States Internal Revenue Service "cents (¢) per mile rate" in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

20.3 The City will furnish all WISHA required equipment. Further, Water Department employees engaged in outside work will be provided the following protective clothing:

- a. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year.

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- b. One pair of safety toe rubber boots with replacement on a wear basis.
- c. One pair of cotton or rubber gloves on an as needed basis.
- d. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

All protective clothing referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

20.4 Bulletin Board - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Shoes - The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). At its discretion the department will either provide such shoes or reimburse employees for the cost of the shoes to a maximum of \$75.00 per contract year. Employees shall be eligible for such reimbursement upon employment or to replace or repair worn out shoes as needed. Reimbursement hereunder shall be made equally for safety shoes providing acceptable toe protection with materials which may replace steel which is now being used for this purpose.

To be eligible for reimbursement the employee must produce acceptable evidence of purchase or repair and must purchase or repair boots to the standard as set by the Department's Director or his/her designee. An employee who does not use the full \$75.00 in one calendar year may carry over the remaining balance to the next year for use in addition to the \$75.00 allocated for that year. This carryover provision shall first be applied to funds not used in 1995 which may be carried over into 1996.

20.6 Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

20.7 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988 and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

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The City reserves that right to open this section 20.7 for the purpose of negotiating changes to employee parking and fees to address incentives for HOV parking and disincentives for SOV parking and other matters as may be necessary for an effective commute trip reduction program as required by City of Seattle ordinance and state law, RCW 70.94.521-551.

20.8 Employees in the classification of Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9 Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there will be a replacement fee of three dollars (\$3.00). The cost of replacing the card damaged due to normal wear and tear will be born by the City and not be the responsibility of the employee.

20.10 Employees in the classification of Water Pipe Crew Chief shall be eligible for a monthly premium pay of fifty dollars (\$50.00) beginning with the month following certification by the Washington State Department of Social and Health Services (DSHS) at the level of Water Distribution Manager II, provided the employee has reached the top step of the salary range applicable to the class title. Such pay shall cease if the certification is not renewed. Certification at any level less than Manager II will not qualify an employee for the premium pay.

Beginning with the first month following the signing of this agreement, employees in the job titles of Headworks Crew Chief and Pipeline Maintenance Crew Chief will be eligible for this same premium pay under the same terms and conditions as for the Water Pipe Crew Chief title.

20.11 Metro Passes - The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than two dollars (\$2.00) per month for employees who purchase such passes.

20.12 Commercial Driver's License - If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay a maximum amount of fifty-five dollars (\$55) for the physical exam required to obtain or renew the license or an amount equal to that charged by certain community clinics selected by the City for this purpose. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form

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completed through the plan's providers (Group Health or Pacific Health) or shall seek reimbursement through the medical plan.

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

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

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for those individuals will not be reimbursed nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

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

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## ARTICLE 21 - RIGHTS OF MANAGEMENT

21.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

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## ARTICLE 22 - PRODUCTIVITY AND PERFORMANCE

22.1 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 service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

22.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

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#### ARTICLE 23 - ENTIRE AGREEMENT

23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

23.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

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#### ARTICLE 24 - SUBORDINATION OF AGREEMENT

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

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

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#### ARTICLE 25 - SAVINGS CLAUSE

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

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## ARTICLE 26 - TERM OF AGREEMENT

26.1 This Agreement shall become effective upon signing by the parties, and shall remain in effect through December 31, 1997. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Gainsharing Program - The City may propose a gainsharing program during the term of this Agreement. If the gainsharing program affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement, implementation shall be subject to mutual agreement between the Union and the City.

Classification and Compensation Study - The City reserves the right to open this agreement for the purpose of negotiating changes to the City's classification and compensation systems.

Drug and Alcohol Prevention Program - The City reserves the right to open this agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of programs to maintain a drug- and alcohol-free workplace.


Potential Citywide EEO/Internal Inquiry Complaint Program - The City reserves the right to open this agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of an internal EEO complaint process, which may preclude other City processes now available; however, the process will not take away any individual contractual or legal rights. Such process may include a means by which such complaints may be mediated to achieve early, mutually satisfactory resolution.

Cost Comparison Methodology - The City or the Union may open this agreement for the purpose of revising the cost comparison methodology developed by the Task Force for Service Delivery Efficiencies and to negotiate possible incorporation of the methodology into the contract by a Memorandum of Understanding.

General Leave - At any time during the term of this Agreement, but in no event earlier than January 1, 1996, the Union and/or the City shall have the right to open this Agreement for the purpose of negotiating a general leave provision provided written notification is submitted by one party upon the other of their interest in entering into such negotiations.

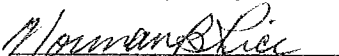
Signed this 18<sup>th</sup> day of JULY, 1996.

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY, LOCAL 32

  
Timothy Elwell  
Business Representative

CITY OF SEATTLE

Executed under authority  
of Ordinance 118169

  
Mayor

## APPENDIX A

Section 1. Effective December 28, 1994, salaries shall be in accordance with the following schedule:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Headworks Crew Chief .....	\$18.61	\$19.36	\$20.17	\$20.91	\$21.67
Pipeline Maintenance Crew Chief .....	18.61	19.36	20.17	20.91	21.67
Plumber Crew Chief .....	18.61	19.36	20.17	20.91	21.67
Water Pipe Crew Chief .....	18.61	19.36	20.17	20.91	21.67
Water Meter Crew Chief .....	17.57	18.27	18.98	18.98	18.98

Section 2. Effective December 27, 1995, salaries shall be in accordance with the following schedule:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Headworks Crew Chief .....	\$19.15	\$19.92	\$20.75	\$21.52	\$22.30
Pipeline Maintenance Crew Chief .....	19.15	19.92	20.75	21.52	22.30
Plumber Crew Chief .....	19.15	19.92	20.75	21.52	22.30
Water Pipe Crew Chief .....	19.15	19.92	20.75	21.52	22.30
Water Meter Crew Chief .....	18.08	18.80	19.53	19.53	19.53

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AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATTLE  
AND  
UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING & PIPE FITTING INDUSTRY  
LOCAL 32

WATER DEPARTMENT CREW CHIEFS  
AND  
PLUMBER CREW CHIEFS

Effective through December 31, 19947

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PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (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.

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## ARTICLE 1 - NON-DISCRIMINATION

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, 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.

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

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

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ARTICLE 2 - RECOGNITION, BARGAINING UNIT AND TEMPORARY  
EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

2.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service from an eligible register.

2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

2.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.

2.1.7 The term "interim basis" shall be defined as an assignment of an employee or employees to fill a vacancy in a ~~permanent position~~ for a short period while said position is waiting to be filled by a regularly appointed employee. ~~or to fill a vacancy in a permanent position for which no certification is presently available.~~

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5; 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 18.1.4; 18.1.4.1-.5; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.2.1 Temporary employees shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed.

2.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

0001st hour through 0520th hour . . . 05% premium pay

0521st hour through 1040th hour . . . 10% premium pay

1041st hour through 2080th hour . . . 15% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 20% premium pay)

2081st hour + . . . 20% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 25% premium pay)

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

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

2.2.3 Temporary Employee Medical And Dental Eligibility - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90)

calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. ~~This shall be a one-time election while employed by the City as a temporary. The temporary employee may not forego this election and later decide to change his/her mind.~~ After meeting the hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.2.4 Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2, 2.2.3, and 2.2.4.

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2.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

2.2.8 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 The City may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2, or solely to avoid considering creation of permanent positions.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12.

2.3 The City participates in programs or may establish programs which result in individuals performing work for the City which would otherwise be performed by employees in positions covered by this bargaining agreement. Such programs have included and may include youth training and employment programs; federal comprehensive employment and training act (CETA) or similar program; "project hire"; vocational rehabilitation programs; work study and student intern programs;

work fare programs; court ordered community service, volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this agreement under this section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly assigned position. The City will furnish the Union a copy of such training plan(s), prior to implementation, if they affect bargaining unit employees.

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### ARTICLE 3 - LABOR-MANAGEMENT COMMITTEE

3.1 The City and the Union agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives of the Union including the Business Manager or his representative and three representatives of the City including the Director of Labor Relations or his representative. When the issues to be discussed pertain to a single department, the two remaining members of each party's committee shall be employees from within the given department. The purpose of this Committee is to address matters of general concern to the Union and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a collective bargaining forum nor a decision making body. Either the Union or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement. Requests for such a meeting shall be made in writing by the Business Manager of the Union or the City Director of Labor Relations or their delegated representatives.

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#### ARTICLE 4 - UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1975, currently covered by this Agreement, who is not a member of the Union shall on or before the thirtieth (30th) day following said date either join the appropriate Union or contribute an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned into a bargaining unit job title or position covered by this Agreement on or after January 1, 1975, shall on or before the thirtieth (30th) day following the beginning of such employment join the appropriate Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay to the Union an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members.

4.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

4.1.2 A temporary employee shall, after having worked 174 straight-time hours, pay to the Union in lieu of the union membership requirement of Article 4 a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees for each one hundred and seventy four (174) straight-time hours worked thereafter within the bargaining unit.

4.2 When an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days written notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation as described in Section 4.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Section 4.1. In this notice the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

4.3 The City shall deduct from the pay check 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.

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Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

4.3.1 The performance of this function shall be recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the City from any and all liability resulting from dues deductions.

4.3.2 The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article.

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## ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5.2 A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for nonacceptance must be presented in writing.

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

5.4.1 Where extenuating circumstances warrant and where the Union has initiated a grievance at Step 1 in a timely manner, should the Union fail to process the grievance within the allotted time limit in Step 2 or Step 3, the Union shall be permitted once per grievance to use an additional five (5) consecutive calendar day period which shall commence immediately upon the expiration of the normal filing period and a like amount of time shall be deducted from the time period in which to file the grievance at the next step. The Union shall stipulate in writing, when initiating the next step of the grievance procedure, that it is exercising the terms of this particular provision. The Union agrees that use of this section shall be considered an exception which shall be invoked rarely.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being thirty (30) calendar days or less prior to the initial filing of the grievance.

5.6 A grievance shall be processed in accordance with the following procedures:

5.6.1 (Step 1) - The grievance shall be reduced to written form which shall include identification of the section(s) of the Agreement allegedly violated and the violation. The Union representative shall forward the written grievance to the management supervisor within fourteen (14) calendar days after the alleged contract violation. The management supervisor shall thereafter convene a meeting within fourteen (14) calendar days between the Union representative and aggrieved employee, together with the designated supervisor, the section manager and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The

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management supervisor shall give a written answer to the Union within seven (7) calendar days after the grievance meeting.

5.6.2 (Step 2) - If the grievance is not resolved as provided in Step 1 above, the Union representative shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations within seven (7) calendar days after the Step 1 answer. The division head shall convene a meeting within seven (7) calendar days after receipt of the grievance between the aggrieved employee and Union representative together with the division head, section manager and department labor relations officer. The City Director of Labor Relations or his designee may attend said meeting. Within seven (7) calendar days after the meeting, the division head shall forward a reply to the Union.

5.6.3 (Step 3) - If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 2 pursuant to Section 5.2, the Union representative shall forward the written grievance defined in the same manner as provided in Step 1, within seven (7) calendar days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or his designee shall investigate the alleged grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. He shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing fourteen (14) calendar days after receipt of the grievance or the meeting between the parties.

5.6.4 (Step 4) - If the grievance 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 shall be made within thirty (30) calendar days after the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

Identification of section(s) of Agreement allegedly violated;

Nature of alleged violation;

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

Remedy sought.

5.6.5 By mutual agreement, the Union and the City may: 1) submit the grievance for mediation in lieu of arbitration (in which case the parties waive the right to pursue the matter further to arbitration); or 2) request the arbitrator selected for arbitration, or another arbitrator, to mediate the dispute, which shall then be subject to arbitration if mediation should fail to result in a settlement.

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

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

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

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

5.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

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

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the grievance procedure; provided further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

5.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following three procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, i.e., suspension or termination;

- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8.3.

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

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## ARTICLE 6 - WORK STOPPAGE

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

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

6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.

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

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

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

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## ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

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

7.2 Effective January 8, 1997, the base wage rates enumerated in Appendix A of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100); for the first half of calendar year 1996 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semiannual Average 1st half 1996} - \text{Semiannual Average 1st half 1995}}{\text{Seattle-Tacoma CPI-W}} \times 100$$
  
Semi-Annual Average 1st Half 1995, Seattle-Tacoma CPI-W

The resulting percentage increase shall be rounded to the nearest tenth of a percent.

7.2.2 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.

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## ARTICLE 8 - ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the Employer, 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.

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

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

8.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she 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

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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.

8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or at the discretion of the department head, such lesser amount as may be approved by the department head.

8.7 An employee who separates from City service after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

8.8 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.

8.9 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

8.10 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence.

Where the terms of this section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Water Department Distribution Section of Water System Services will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water System Services Director. Such plan will be subject to modification and clarification by mutual agreement. The number of

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employees allowed off at any one time will be a prerogative of management as it is a staffing function.

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## ARTICLE 9 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday In November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	

9.1.2 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

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

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of 30 calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, 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.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay and, in addition, they shall receive either one and one-half (1½) times their straight time rate of pay for the hours worked or, with mutual agreement between the affected

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employee and the City one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight time rate of pay for hours worked on the holiday in addition to the straight time rate of pay for the holiday.

9.4 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 9.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 9.1 during that calendar year.

9.4.1 The Personal Holiday may be used in the same manner as an earned vacation day. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

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## ARTICLE 10 - SICK LEAVE AND FUNERAL LEAVE

10.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Illness or injury of a family member or for other conditions requiring care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance cited at SMC 4.24.
- E. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional. (Paragraph moved from section 10.1.7)

~~Sick leave credit may also be used for care of family members as required of the City by state law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 23.~~

10.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.

10.1.2 Unlimited sick leave credit may be accumulated.

10.1.3 Upon retirement, 25% of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to his retirement.

10.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

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10.1.4 Upon the death of an employee, either by accident or natural causes, 25% of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

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

10.1.6 Compensation for the first four (4) consecutive work days of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive work days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

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

When suspended or on leave without pay and when laid off or on other non-pay status.

When off work on a holiday.

~~Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.~~ (Paragraph moved to section 10.1.)

When an employee works during his/her free time for an employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

10.1.8.1 Prompt Notification - The employee shall promptly notify his immediate supervisor, by telephone or otherwise, on his first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

10.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her

department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

10.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her department supervisor.

10.1.8.4 Claims to Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half hour shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

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

10.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandchild, grandfather, grandmother of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other person as allowed by City Ordinance. Such persons shall be determined as close relatives or relatives other than close relatives pursuant to the terms of the Ordinance for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided above.

10.3 Emergency Day - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

The employee's spouse or parent has unexpectedly become seriously ill or has had a serious accident; provided the employee is not eligible to use sick leave to cover this absence; or

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

The "day" may be used in two separate instances but no more than eight (8) hours shall be allowed in any Agreement year.

~~During the time of this agreement, should the parties agree, by adoption of subsequent City Council action, to allow use of sick leave for any of the above circumstances, this benefit shall become null and void with respect to that circumstance.~~

10.4 Wellness Incentive Plan - Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and includable as income for IRS tax purposes as one year's reportable earnings.)

~~This benefit shall become null and void upon expiration of this contract unless agreed to be included in a subsequent agreement. The incentive benefit earned due to a qualifying record in 1994 but which benefit has not been used upon expiration of the contract, shall still remain available for the employee's use prior to the end of 1995, when or if the parties negotiate a general leave plan.~~

All use of sick leave shall be considered in reviewing sick leave use except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

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ARTICLE 11 - RETIREMENT

11.1 Pursuant to Ordinance No. 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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

12.1 Medical Care - During the term of this Agreement, the Employer shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the Employer and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health, which are applicable to employees covered by this Agreement and which were in effect upon the date of execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the Employer and the Union regarding these health care plan revisions.

12.1.1 During calendar years 19925, 19936 and 19947, the Employer shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the city and the Union.

12.1.2 As an alternative, the employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the Employer paying the entire monthly premium for calendar years 19925, 19936 and 19947 for that program or a similar program mutually agreed upon by the city and the Union.

12.1.3 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the Employer at its discretion, may remain under that plan, as long as the Employer decides to continue such an option, with the Employer paying the entire monthly premium for calendar years 19925, 19936 and 19947.

~~12.1.4~~ The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.

12.1.5 Effective January 1, 1996, employees who retire on or after January 1, 1995 and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experienced rated with active employees.

12.2 Dental Care - During the term of this Agreement, the Employer shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the Employer and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. ~~Effective January 1, 1992, the per person annual maximum benefit shall be increased from~~

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seven hundred fifty dollars (\$750.00) to one thousand dollars (\$1,000.00). Effective March 1, 1995, the per person annual maximum benefit shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500). Effective January 1, 1996, sealant coverage for each eligible dependent under the age of 14 shall be provided. Effective January 1, 1997, the lifetime maximum orthodontic benefit for each eligible dependent shall be increased from one thousand dollars (\$1,000) to one thousand five hundred dollars (\$1,500).

12.2.1 During the calendar years 19925, 19936, and 19947, the Employer shall pay one hundred percent (100%) of the monthly premium for the dental care coverage cited in Section 12.2, or a similar program mutually agreed upon by the city and the Union.

12.3 The maximum monthly medical and dental care premiums per covered employee including his/her dependents the Employer shall assume shall be no less, but no more than the Employer's share of premium rates established for the calendar year 19947, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

12.4 The health care programs cited in Sections 12.1 and 12.2 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 Employer may, at its discretion, change the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan through another carrier. However, any contemplated modification(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. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

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

12.5 During the term of this Agreement, the Employer and the Union may mutually agree to eliminate the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical or dental benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.2 and 12.4.

12.6 Long Term Disability - The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer 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

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(\$667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.6.1 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 this section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.6.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 1997 for the base plan; provided further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 12.6.

12.7 Life Insurance - The city shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

12.7.1 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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.7.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families. The implementation of this benefit will correspond with the implementation of the City's new HRIS system.

~~12.8 - Effective January 1, 1992 through December 31, 1994, eligible employees shall have one opportunity to attend a smoking cessation program offered in the community or receive treatment by a hypnotist or acupuncturist to be reimbursed at one hundred percent (100%) for said costs up to a maximum of seventy-five dollars (\$75). All other provisions of Ordinance No. 113836, as amended, pertaining to the Citywide Smoking Policy shall be enforced as written.~~

### ARTICLE 13 - INDUSTRIAL INJURY OR ILLNESS

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

13.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid, in accordance with Section 13.1 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 13.1.

13.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

13.1.3 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.

13.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five

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(5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours notice of such meeting or examination.

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

13.2 Initial Care Facility - The parties agree to review the concept of an initial care facility to promote and support a strong return to work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996 unless the timeframe is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.

13.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.1.

13.4 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her 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 Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

13.5 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

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

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

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

#### ARTICLE 14 - UNION REPRESENTATIVES

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

14.2 The Union may appoint a Shop Steward. Immediately after appointment of its Shop Steward, the Union shall furnish the City Personnel Office and the affected department(s) with notice of the employee who has been designated as Shop Steward, and failure to do so will result in non-recognition by the City of the Shop Steward. Such notice shall also be updated as needed. The Steward shall be an employee covered by this Agreement and shall perform his/her regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.2.1 The Shop Steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall the Steward interfere with orders of the employer or change working conditions.

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## ARTICLE 15 - WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the Department Head or designee proper authority to perform a substantial amount of the duties and accept a substantial amount of the responsibilities the normal, ongoing duties of and accept responsibility of a higher paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification of a higher paid classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate established for such classification while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager or director directly above the position which is being filled out-of-class, who has budget management authority of the work unit as determined by the Department Head. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff, e.g., as with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond 6 months, the Employer 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 which represents the body of work being worked out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

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

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

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15.1.3 The practice of no out-of-class pay for paid leave will continue.

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

15.2.1 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower paying classification dependent upon the availability of such work and subject to the approval of the Employer. 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.

15.3 Water department personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

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#### ARTICLE 16 - SAFETY STANDARDS

16.1 All work shall be done in a competent and workmanlike safe manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

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## ARTICLE 17 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

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

Regular Appointment - The authorized appointment of a certified eligible individual or the assignment of an employee to another classification contained within the same base class to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment From A Register - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of:

- (1) a subsequent, regular appointment from an eligible register from one classification to a different classification;
- (2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period;
- (3) or rehire from a Reinstatement Register-Recall List to a different department other than that from which the employee was laid off.

Trial Service Period/Assignment From A Base Class - A six (6) month trial period of employment of a regular employee beginning with the effective date of regular appointment to an assignment level classification contained within the same base class.

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

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

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

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17.2 Probationary Period/Status Of Employee - Employees who receive appointment are initially appointed to a permanent positions from an eligible registershall serve a probationary period of twelve (12) months.

17.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

17.2.2 An employee shall attain regular employee status after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3.

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

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

17.4 Trial Service Period - An employee who has satisfactorily completed his/her probationary period and who is subsequently promoted from an eligible register to a position in a higher paid classification shall serve a twelve (12) month trial service period. An employee who has previously completed his/her probationary period and who is promoted to a higher paying assignment level classification within the classified service shall serve a six (6) month trial service period in that classification.

~~17.4.1~~ The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

17.4.21 An employee who has been promoted-appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to an existing position within that department in the classification from which he/she was promoted-appointed.

17.4.32 An Where no such vacancy exists, such employee who has been promoted from one classification to another classification in a different department and who fails to satisfactorily

~~complete the trial service period~~ shall be given fifteen (15) calendar days written notice prior to being reverted to placed on a Reversion Register-Recall List for his/her former department and former classification and being removed from the payroll.

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

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

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

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

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

17.4.6 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Register-Recall List and the employee's record shall reflect a quit.

17.4.7 ~~This Section shall only be applicable to those positions which are covered by this Agreement.~~

~~17.4.7.1 The Employer reserves the right to implement such a procedure for all employees in the non-uniformed classified service as described herein on a City-wide basis. In the event and at such time that the Employer implements such a procedure on a City-wide basis, the procedure set forth herein shall no longer be restricted only to those positions which are covered by this Agreement but shall cover all positions within the non-uniformed classified service.~~

17.4.8 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been promoted-appointed to another classification.

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17.5 ~~Transfers Subsequent Appointments During Probationary Period Or Trial Service Period~~ - If a probationary employee is ~~transferred~~ subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is ~~transferred~~ subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a ~~six (6)~~ twelve (12) month trial service period be served in that department.

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

17.5.2 Within the same department, if a regular employee is regularly appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification. ~~In such cases where the lower classification has a longer trial service period than the trial service period for the higher classification, the trial service period for the lower classification shall continue to run for the full duration of its original term as long as the employee continues to perform satisfactorily in the higher classification.~~

17.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification. ~~In such cases where the probationary period is longer than the trial service period for the higher classification, the probationary period shall continue to run for the full duration of its original term and be applicable to both the lower and the higher classification.~~

17.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment ~~from an eligible register~~. Occasional absences due to illness, vacations, jury duty and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

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## ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.1 Eight (8) hours within nine (9) consecutive hours shall constitute a work day and five (5) consecutive days shall constitute a work week of forty (40) hours. Work schedules shall normally consist of five consecutive days followed by two consecutive days off, except for relief shift assignments, 4/10 work schedules and other special schedules.

18.1.1 Breaks and Meal Periods - During a normal work shift of up to 12 hours, an employee will be allowed one 15 minute paid break in each half of the shift. Employees shall be allowed a half-hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten to twelve hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid half-hour meal period, as the work will allow as determined by the supervisor, within the first ~~five (5)~~ three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one half-hour shall continue to be provided within each successive ~~five (5)~~ four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted a half-hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 18.1.1, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefor shall be provided to the Union. Two (2) days' advance notice shall be afforded the union and employees covered by this Agreement when shift changes are required by their supervisor.

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18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be due compensation in the following manner according to the category of overtime as defined:

A "work week" for purposes of determining whether an employee exceeds 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.

18.1.4.1 Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight time rate of pay.

18.1.4.2 Incidental administrative overtime shall be defined as administrative overtime before and after a shift of less than one (1) hour for which no additional compensation is due.

18.1.4.3 Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call out basis, involving field duties related to Water or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight time rate of pay.

18.1.5 Notwithstanding the other sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions and rates of pay in paragraphs 18.1.4.1 through 18.1.4.3.

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

Example:

Zero (0) minutes to two (2) hours = 4 hours straight time pay. Two and one-half (2½) hours = 5 hours straight time pay. Four (4) hours = 8 hours straight time pay.



18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

1. The employee is required to work in excess of eight hours on an overtime basis, and
2. The employee's next regularly scheduled shift begins within eight hours of being released from overtime, and
3. The employee must have worked a total of 16 hours within the 24-hour period commencing at the beginning of his/her preceding regular shift.

Compensatory Time Benefit:

For each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one hour of compensatory time which must be used at the beginning of or during the employee's next regular shift which commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Water Department, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

18.1.8 Meal Reimbursement - Full time employees shall be eligible for a meal reimbursement benefit when directed to work unscheduled overtime of two or more hours either immediately prior to or immediately after a shift.

Such benefit will not be provided when an overtime work assignment has been scheduled unless such overtime extends for more than three hours beyond the length of a shift. Overtime shall be considered to be "scheduled" if an employee is notified no later than the end of the work shift completed the day before the overtime is to be worked and the employee has had the opportunity to go home after such notice.

Employees who are called out to work overtime in an emergency situation who are not therefore able to plan for meals shall be eligible for a meal reimbursement or a meal allowance if the emergency overtime hours of work continue for at least ten (10) hours and shall be eligible for a reimbursement or a meal allowance for each five hours worked thereafter on an overtime basis.

In lieu of a meal reimbursement benefit or allowance a department may, at its discretion, provide a meal during or immediately after the overtime work period.

Reimbursement shall be made for cost, to the maximum specified below, if a receipt is provided by the employee no later than the beginning of the next regular shift. Absent a receipt, an employee is eligible for a meal allowance in lieu of reimbursement in the amount specified below provided the employee makes written application for same by the beginning of the employee's next regular shift.

<u>Meal Period</u>	<u>Maximum Meal Reimbursement</u>	<u>Meal Allowance</u>
Breakfast	\$ 6.00	\$6.00
Lunch	\$ 8.00	\$6.00
Dinner	<del>\$12.00</del> 15.00	\$6.00

The meal periods will be:

12:00 midnight	-	11:30 a.m.	-	Breakfast
11:30 a.m.	-	4:30 p.m.	-	Lunch
4:31 p.m.	-	11:59 p.m.	-	Dinner

The amount of the reimbursement shall be based on the time the break for a meal begins or, if no meal period break is provided, on the time released from overtime. The City shall not reimburse for the cost of alcoholic beverages and gratuities.

**18.2 Standby Duty (Applicable in all departments and to all bargaining unit employees)** - Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by pager Standby, at the employee's option to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the rate of ten percent (10%) of the employee's straight time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for actual hours worked and compensation shall be provided in accordance with Section 18.1.5.

**18.2.1 Water Department Standby Procedure** - Voluntary Standby Rosters will be posted for the Operations Division and Watersheds and Transmission Divisions. Crew Chiefs in the Operations Division and Crew Chiefs in the Watersheds and Transmission Divisions, may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have his/her name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to his/her scheduled date to commence Standby Duty. An employee may have his/her name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster

will be rotated on a weekly basis. It is the responsibility of the employee to be aware of his/her position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.2.2 If the Standby Roster sign-up procedure described in Section 18.2.1 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of two (2) Crew Chiefs/Lead Workers in Operations Division and one (1) Crew Chief or Lead Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Water Department will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Water Department may designate additional personnel to provide equivalent coverage. Designation will be made in reverse seniority order from a list of all affected employees. Designation will be rotated, starting with the least senior employee within each appropriate class, made in reverse seniority order from a list of all affected employees. (New Helpers-Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; alphabetical order of last names shall break a tie in seniority.

18.2.3 Personnel on Standby are expected to call within 15 minutes after being paged. Overtime pay will start from the time the individual calls in, if he or she reports to work as directed within a reasonable time after calling in.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home.

18.2.4 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel and travel time shall be at Water Department expense if required on off-duty time. No employee shall be required to report to other than his normal duty station to commence his/her work day for purposes of such training.

18.2.5 Personnel who are assigned to Standby Duty as acting Water Pipe District, Water Transmission and Water Treatment Supervisor shall be compensated at 10% of the first salary step of the Supervisor they are replacing as authorized by Ordinance and shall revert to the bottom of the Standby Roster after such duty. Assignment to Standby as acting Supervisor shall continue to be at the sole discretion of the Employer.

18.3 Before instituting a standby procedure applicable to any bargaining unit title in any City Department, the Department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within 30 days from the date a procedure was originally proposed, the Department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure,

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all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A Department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the Department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within 30 days from the date procedure modifications were originally proposed, the Department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.34 Employees in the Water Operations and Water Quality units of the Water Department who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift.

Swing Shift:	35¢/hour
Graveyard Shift:	45¢/hour

The above shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave or other paid leave benefit.

Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

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## ARTICLE 19 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2.(4).

19.1.1 Intra-departmental Transfers - A department head may transfer an employee from one position to another position in the same class in his/her department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

19.1.2 Other transfers may be made upon consent of the department heads of the departments involved and with the Personnel Director's approval as follows:

- (1) Transfer in the same class from one department to another; such transfer may be made concurrent with the appointment of an employee to another class.
- (2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- (3) Transfer, in lieu of layoff, may be made with limited standing to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced. ~~Regular standing in the new class may be attained by the employee only through examination and permanent regular appointment.~~
- (4) Transfer, in lieu of layoff, may be made with limited standing to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.2.(3) is not practicable. ~~Regular standing in the new class may be attained by the employee only through examination and permanent regular appointment.~~

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as maybe required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reasons for such requested reduction, if the request is concurred

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in by the department head and is approved by the Personnel Director. Such reduction shall not displace any regular employee or any probationary employee.

19.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.3.5. Upon a showing, concurred in by the department head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

19.3 Layoff - Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

19.3.1 Employees within a given class or assignment level within a class in a department shall be subject to layoff in accordance with the following order:

- (1) Interim appointees;
- (2) Temporary or intermittent employees not earning service credit;
- (3) Probationary employees (except as their layoff may be affected by military service during probation);
- (4) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

19.3.2 The City may lay off out of the order set forth within Section 19.3.1 for one of the following reasons:

- (1) Upon showing by the department head that the operating needs of the department require a special experience, training, or skill.
- (2) When women or minorities are substantially underrepresented in an "Equal Employment Opportunity" category within a department; or when a planned layoff would produce substantial underrepresentation of women or minorities; and when such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.
- (3) To provide that Grant funded employees shall not displace other regular employees upon their termination from Grant funded positions.

19.3.3 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid off employee.

19.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 19.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.3.5. This section shall apply within each of the following class series: 1) Plumber; Plumber, Senior; Plumber Crew Chief; 2) Water Pipe Helper, Water Pipe Worker, Water Pipe Worker, Senior; Water Pipe Crew Chief, Headworks Crew Chief, and Pipeline Maintenance Crew Chief; 3) Water Quality Inspector; Water Quality Inspector, Senior; 4) Water Service Inspector; Water Service Inspector, Senior; 5) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician.

19.3.5 For purposes of layoff, service credit in a class or assignment level within a class for a regular employee shall be computed in that class or assignment level within a class and shall be applicable in the department in which employed as follows:

- (1) After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- (2) A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- (3) Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.
- (4) Service credit shall be given for service prior to an authorized transfer.
- (5) Service credit shall be given for time lost during:
  - Jury duty;
  - Disability incurred in line of service;
  - Illness or disability compensated for under any plan authorized and paid for by the City;
  - Service as a representative of a Union affecting the welfare of City employees;

- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

19.3.5.1 Service credit for purposes of layoff shall not be recognized for the following:

- (1) For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction;
- (2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Personnel Director;
- (3) For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

19.4 Recall - The names of regular employees who have been laid off or, when requested in writing by the department head, probationary employees who have been laid off, shall be placed upon a reinstatement register for the same class and for the department from which laid off for a period of one (1) year from the date of layoff.

19.4.1 Upon request of the department head, the Personnel Director may approve the certification of anyone on such a reinstatement register as eligible for appointment on an open competitive basis in the department requesting certification.

19.4.2 Anyone on a reinstatement register who becomes a regular employee in the same class in another department shall lose his/her reinstatement rights in his/her former department.

19.4.3 Anyone accepting a permanent appointment in the class from which laid off and in a department other than that from which he/she was laid off shall not be certified to his/her former department unless eligibility for that department is restored.

19.4.4 Refusal to accept permanent work from a reinstatement register shall terminate all rights granted under this Agreement; provided however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

19.4.5 If a vacancy is to be filled in a given department and a reinstatement register for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from that department, the following shall be the order of certification:

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- (1) Regular employees in the order of their length of service. The regular employee on such register who has the most service credit shall be first reinstated.
- (2) Probationary employees without regard to length of service. The names of all probationary employees upon the reinstatement register shall be certified together.

19.4.6 The City may recall laid off employees out of the order set forth within Section 19.4.5 upon showing by the department head that the operating needs of the department require such experience, training or skills.

19.4.7 Nothing in this Article shall prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for a reduction in class, as provided in this Article.

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

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## ARTICLE 20 - GENERAL CONDITIONS

### 20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on of their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight hours' work, such employees will be paid one-half hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 Mileage Allowance - Effective January 15, 1992, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-six cents (26¢) per mile for all miles driven in the course of City business on that day.

20.2.1 Effective January 15, 1992, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-seven and one-half cents (27.5¢) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents (¢) per mile mileage reimbursement rate set forth within Section 21.4 shall be adjusted January 15 of each year for the term of this Agreement to reflect the United States Internal Revenue Service "cents (¢) per mile rate" in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the Department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the Department Head or his/her designee.

20.2.2 The cents (¢) per mile mileage reimbursement rate set forth within Section 21.4 shall be adjusted January 15 of each year for the term of this Agreement to reflect the United States Internal

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Revenue Service "cents (¢) per mile rate" in effect on that specific date for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

20.3 The City will furnish all WISHA required equipment. Further, Water Department employees engaged in outside work will be provided the following protective clothing:

- a. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year.
- b. One pair of safety toe rubber boots with replacement on a wear basis.
- c. One pair of cotton or rubber gloves on an as needed basis.
- d. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

All protective clothing referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

20.4 Bulletin Board - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Shoes - The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). At its discretion the department will either provide such shoes or reimburse employees for the cost of the shoes to a maximum of \$75.00 per contract year ~~beginning with the contract year January 1, 1992.~~ Employees shall be eligible for such reimbursement upon employment or to replace or repair worn out shoes as needed. Reimbursement hereunder shall be made equally for safety shoes providing acceptable toe protection with materials which may replace steel which is now being used for this purpose.

To be eligible for reimbursement the employee must produce acceptable evidence of purchase or repair and must purchase or repair boots to the standard as set by the Department's Director or his/her designee. ~~(An employee may make a claim for a reimbursement from the next contract year's limit within the two months prior to the next contract year in which case payment will be made as soon as possible after the contract year ending date which shall satisfy the reimbursement for that next contract year.)~~ An employee who does not use the full \$75.00 in one calendar year may carryover the remaining balance to the next year for use in addition to the \$75.00 allocated for that year. This

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carryover provision shall first be applied to funds not used in 1995 which may be carried over into 1996.

20.6 Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

20.7 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988 and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

The City reserves that right to open this section 20.7 for the purpose of negotiating changes to employee parking and fees to address incentives for HOV parking and disincentives for SOV parking and other matters as may be necessary for an effective commute trip reduction program as required by City of Seattle ordinance and state law, RCW 70.94.521-551.

20.8 Employees in the classification of Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9 Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there will be a replacement fee of three dollars (\$3.00). The cost of replacing the card damaged due to normal wear and tear will be born by the City and not be the responsibility of the employee.

20.10 ~~After the signing of this Agreement,~~ Employees in the classification of Water Pipe Crew Chief shall be eligible for a monthly premium pay of fifty dollars (\$50.00) beginning with the month following certification by the Washington State Department of Social and Health Services (DSHS) at the level of Water Distribution Manager II, provided the employee has reached the top step of the

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salary range applicable to the class title. Such pay shall cease if the certification is not renewed. Certification at any level less than Manager II will not qualify an employee for the premium pay.

Beginning with the first month following the signing of this agreement, employees in the job titles of Headworks Crew Chief and Pipeline Maintenance Crew Chief will be eligible for this same premium pay under the same terms and conditions as for the Water Pipe Crew Chief title.

20.11 Metro Passes - The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than two dollars (\$2.00) per month for employees who purchase such passes.

20.12 Commercial Drivers License - If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Drivers License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay a maximum amount of ~~thirty-eight dollars (\$38)~~ fifty-five dollars (\$55) for the physical exam required to obtain or renew the license or an amount equal to that charged by certain community clinics selected by the City for this purpose. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Pacific Health) or shall seek reimbursement through the medical plan.

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

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

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for those individuals will not be reimbursed nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

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

## ARTICLE 21 - RIGHTS OF MANAGEMENT

21.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

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## ARTICLE 22 - PRODUCTIVITY AND PERFORMANCE

22.1 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 service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the termination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

22.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

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#### ARTICLE 23 - ENTIRE AGREEMENT

23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

23.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

#### ARTICLE 24 - SUBORDINATION OF AGREEMENT

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

24.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

#### ARTICLE 25 - SAVINGS CLAUSE

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

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## ARTICLE 26 - TERM OF AGREEMENT

26.1 This Agreement shall become effective upon signing by the parties, and shall remain in effect through December 31, 19947. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Gainsharing Program - The City may propose a gainsharing program during the term of this Agreement. If the gainsharing program affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement, implementation shall be subject to mutual agreement between the Union and the City.

Classification and Compensation Study - The City reserves the right to open this agreement for the purpose of negotiating changes to the City's classification and compensation systems.

Drug and Alcohol Prevention Program - The City reserves the right to open this agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of programs to maintain a drug and alcohol free workplace.

Potential City-Wide EEO/Internal Inquiry Complaint Program - The City reserves the right to open this agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of an internal EEO complaint process which may preclude other City processes now available; however, the process will not take away any individual contractual or legal rights. Such process may include a means by which such complaints may be mediated to achieve early, mutually satisfactory resolution.

Cost Comparison Methodology - The City or the Union may open this agreement for the purpose of revising the cost comparison methodology developed by the Task Force for Service Delivery Efficiencies and to negotiate possible incorporation of the methodology into the contract by a Memorandum of Understanding.

General Leave - At any time during the term of this Agreement, but in no event earlier than January 1, 1996, the Union and/or the City shall have the right to open this Agreement for the

purpose of negotiating a general leave provision provided written notification is submitted by one party upon the other of their interest in entering into such negotiations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY, LOCAL 32

CITY OF SEATTLE  
Executed under authority  
of Ordinance \_\_\_\_\_

\_\_\_\_\_  
Timothy Elwell  
Business Representative

\_\_\_\_\_  
Mayor

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## APPENDIX A

Section 1. Effective December 28, 19924, salaries shall be in accordance with the following schedule:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Headworks Crew Chief	17-0218.61	17-7019.36	18-4420.17	19-1220.91	19-8221.67
Pipeline Maintenance Crew Chief	17-0218.61	17-7019.36	18-4420.17	19-1220.91	19-8221.67
Plumber Crew Chief	17-0218.61	17-7019.36	18-4420.17	19-1220.91	19-8221.67
Water Pipe Crew Chief	17-0218.61	17-7019.36	18-4420.17	19-1220.91	19-8221.67
Water Meter Crew Chief	16-0717.57	16-7118.27	17-3518.98	17-3518.98	17-3518.98

Section 2. Effective December 27, 1995, salaries shall be in accordance with the following schedule:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Headworks Crew Chief	18-6119.15	19-3619.92	20-1720.75	20-9121.52	21-6722.30
Pipeline Maintenance Crew Chief	18-6119.15	19-3619.92	20-1720.75	20-9121.52	21-6722.30
Plumber Crew Chief	18-6119.15	19-3619.92	20-1720.75	20-9121.52	21-6722.30
Water Pipe Crew Chief	18-6119.15	19-3619.92	20-1720.75	20-9121.52	21-6722.30
Water Meter Crew Chief	17-5718.08	18-2718.80	18-9819.53	18-9819.53	18-9819.53

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City of Seattle Personnel Department

Norman B. Rice, Mayor Sarah Welch Personnel Director

RECEIVED O&P

APR 17 1996




April 12, 1996

TO: Seattle City Council

VIA: Mayor Norman B. Rice

ATTENTION: Tom Tierney, Director  
Office of Management and Planning

FROM:   
Sarah Welch  
Personnel Director

SUBJECT: Attached Proposed Ordinance Approving a Collective Bargaining Agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs Unit)

The attached proposed ordinance authorizes a collective bargaining agreement effective through December 31, 1997, with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs Unit). This agreement affects a bargaining unit covering approximately 30 supervisory City employees.

A Memorandum of Understanding between the City of Seattle and the Coalition of Unions concerning wages and health care benefits, effective through December 31, 1997, was authorized by Ordinance 117487. Since Local 32 was a member of the Coalition of Unions, the provisions of the Memorandum of Understanding are incorporated in this new agreement. In addition, the agreement includes the following changes as a result of agreements reached in the various labor-management committees of the Task Force on Service Delivery Efficiencies and separate contract negotiations.

Layoffs

In addition to the layoff procedures and reinstatement rights already provided by the agreement, the City has agreed to support employees facing layoff by providing the Project Hire program during the term of the Agreement. If a Department is hiring in a position for which an employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position.

Reopeners

The parties have agreed to reserve the right to open the agreement for the purpose of negotiating

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An equal employment opportunity affirmative action employer  
12th Floor, Dexter Horton Building Telephone Device for the Deaf and  
710 Second Avenue the Hearing Impaired (TDD)  
Seattle, WA 98104-1793 654-7888  
Fax # 654-4157

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Seattle City Council  
April 12, 1996  
Page 2

the following items during the term of the agreement:

- (1) changes to the City's classification and compensation systems;
- (2) any mandatory subjects that may be associated with the implementation of programs to maintain a drug and alcohol free workplace;
- (3) a general leave plan;
- (4) revisions to the cost comparison methodology developed by the Task Force on Service Delivery Efficiencies, including possible incorporation of the methodology into the contract by a Memorandum of Understanding;
- (5) any mandatory subjects that may be associated with the implementation of an internal EEO complaint process which may preclude other City processes now available and may include an option to mediate an early, mutually satisfactory resolution;
- (6) a gainsharing program; if the gainsharing program affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in the agreement, implementation will be subject to mutual agreement.

Grievance Procedure

Contract language affirms the parties' agreement to adopt, through a Memorandum of Agreement, the following three procedures that were developed by a Task Force labor-management committee on progressive discipline:

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses as identified therein being subject to substantial discipline, i.e., suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees.

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Seattle City Council  
April 12, 1996  
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Industrial Injury or Illness

Through another committee of the Task Force on Service Delivery Efficiencies, labor and management agreed to the following revisions affecting the industrial insurance supplemental benefit: (1) the City may revise the current supplemental benefit provisions in the Municipal Code to assure that the industrial insurance benefit will not exceed an employee's normal take-home pay; (2) employees must meet the standards listed in SMC 4.44.020 to be eligible for the City's supplemental benefit amount; (3) the City and affected labor unions will review the concept of an initial care facility to promote and support a strong return-to-work policy for employees who are injured on the job; and (4) either party may reopen for negotiation the terms and conditions of the industrial insurance benefit article.

Health Care Options for Temporary Employees

Temporary employees may elect to self-pay for the City's group insurance plans at each year's open enrollment. The previous language allowed only a one-time option to elect coverage.

The remainder of the settlement specific to this bargaining unit includes language clarification and updates and minor economic items with minimal financial impact.

Any significant costs associated with this collective bargaining agreement were presented with Ordinance 117487. Other economic items, when combined, are considered cost neutral.

Any questions you may have regarding this legislation or the provisions of the new agreement with Plumbers, Local 32 may be addressed to Carol Laurich (684-7873).

CL:cl

Attachments

# City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director  
Norman B. Rice, Mayor

April 17, 1996

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT: Personnel Department

SUBJECT: AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbin and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs), effective through December 31, 1997; and providing payment therefor.

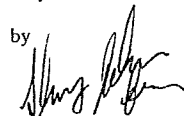
Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Sherry Johnson at 684-8084.

Sincerely,

Norman B. Rice  
Mayor

by

  
TOM TIERNEY  
Director

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Enclosure



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TIME AND DATE STAMP

SPONSORSHIP

*Tom Thib*

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FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

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\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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# STATE OF WASHINGTON - KING COUNTY

69521  
City of Seattle, City Clerk

—SS.

No. ORDINANCE TI

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 10, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 118165

Relating to the City Employees' Retirement System; authorizing employees participating in the Early Separation Incentive program to purchase service credit.

#### ORDINANCE NO. 118166

Relating to the 1996 Budget, retitling certain positions as a result of Budget classification appeal determinations and classification recommendations made subsequent to the adoption of the 1996 Budget; correcting inadvertent errors and omissions in the printed adopted 1996 Budget; implementing position abrogations and creations that had been intended for inclusion in the 1996 Budget but which were inadvertently not included therein; correcting a position transfer error that had occurred in the 1995 Budget; and providing payment therefor.

#### ORDINANCE NO. 118167

Authorizing a collective bargaining agreement between The City of Seattle and Joint Crafts Council, effective through December 31, 1997, and providing payment therefor.

#### ORDINANCE NO. 118169

Authorizing the collective bargaining agreement between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (Water Department Crew Chiefs and Plumber Crew Chiefs), effective through December 31, 1997, and providing payment therefor.

#### ORDINANCE NO. 118170

Changing existing salaries and providing payment therefor.

Publication ordered by JUDITH PIP,

PIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, June 26, 1996.  
6/26/69521

## Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT: 118165-118170

was published on

06/26/96

The amount of the fee charged for the foregoing publication is the sum of \$ , which amount has been paid in full.

Subscribed and sworn to before me on

06/27/96

Notary Public for the State of Washington,  
residing in Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Affidavit of Publication