

Ordinance No. 119874

Council Bill No. 113101

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and Seattle Municipal Court Marshals' Guild, effective through December 31, 2001, and a Memorandum of Understanding effective through November 23, 1999, authorizing a one-time-only, lump-sum payment; and providing payment therefore.

CF No. _____

Date Introduced: <u>FEB 14 2000</u>		
Date 1st Referred: <u>FEB 14 2000</u>	To: (committee)	Finance, Budget & Economic Development Committee
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>3-6-00</u>	Full Council Vote:	
Date Presented to Mayor: <u>3-7-00</u>	Date Approved: <u>3/15/00</u>	
Date Returned to City Clerk: <u>3/15/00</u>	Date Published: <u>2 pp</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

3/1 FBED Pass

3-6-00 Passed

This file is complete and ready for presentation to Full Council.

Law Department

Law Dept. Review

OMP
Review

(1)
City Clerk
Review

me
The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

Don Page

Councilmember

Committee Action:

3/1 FBED ~~Do~~ pass 30 Arago

Conlin

Lizenta

3-6-00 Passed

This file is complete and ready for presentation to Full Council.

Committee:

(Initial/Date)

Law Department

Law Dept. Review

OMP
Review

(1)
City Clerk
Review

Electronic
Copy Loaded

Indexed

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

Finance, Budget &
Economic Development
Committee

00

T.O. ☒
F.T. ☐

Don
formatted
3/1/04 loaded
a stack of R.D.

ORDINANCE 119874

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and Seattle Municipal Court Marshals' Guild, effective through December 31, 2001, and a Memorandum of Understanding effective through November 23, 1999, authorizing a one-time-only, lump-sum payment; and providing payment therefore.

WHEREAS, On September 23, 1998, the Seattle Municipal Court Marshals' Guild was certified as the exclusive bargaining representative of all Court Marshals and Senior Court Marshals; and

WHEREAS, said employees continued to work after September 23, 1998, on condition that the subject of their wages was 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 the Seattle Municipal Court Marshals' Guild; Now therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. 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 Memorandum of Understanding with the Seattle Municipal Court Marshals' Guild to authorize a one-time-only, lump-sum payment effective through November 23, 1999. The Memorandum of Understanding is substantially in the form attached hereto and identified as "Memorandum of Understanding by and between The City of Seattle and the Seattle Municipal Court Marshals' Guild."

Section 2. 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 the Seattle Municipal Court Marshals' Guild effective through December 31, 2001, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and the Seattle Municipal Court Marshals' Guild" with Appendix "A" thereto setting forth rates of pay for the classes of positions listed therein effective November 24, 1999.

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



Norma McKinney Kim Latham
g:\labor\akord\SMCMGordinance.doc
1/19/2000
V #1

1 Section 3. As recommended by the Personnel Director, the salary rates for the
2 position titles within the Seattle Municipal Court Marshals' Guild bargaining unit are
3 hereby changed pursuant to "Appendix A" of the attached Collective Bargaining
4 Agreement.

5
6 Section 4. The Municipal Court is hereby authorized to use unexpended and
7 unencumbered salary funds accumulating in the Budget to pay the compensation
8 authorized herein. The Finance Director is authorized to draw and pay the warrants
9 drawn for the compensation authorized herein.

10
11 Section 5. Any act consistent with the authority and prior to the effective date of this
12 ordinance is hereby ratified and confirmed.

13
14 Section 6. This ordinance shall take effect and be in force thirty (30) days from and
15 after its approval by the Mayor, but if not approved and returned by the Mayor within
16 ten (10) days after presentation, it shall take effect as provided by Municipal Code
17 Section 1.04.020.

18
19 Passed by the City Council the 6th day of March, 2000, and
20 signed by me in open session in authentication of its passage this 6th day of
21 March, 2000.

22 Margaret C. Pappas
23 President of the City Council

24 Approved by me this 15th day of March, 2000.

25 Paul Schell
26 Paul Schell, Mayor

27
28 Filed by me this 15th day of March, ~~19~~ 2000

29 Judith E. Pappas
30 City Clerk

31
32 (SEAL)
33
34

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



**City of Seattle
Executive Services Department
Personnel Division**

Margaret Carter



March 23, 2000

TO: See Distribution List Attached

FROM: Patty Mattison (233-2617) *Patty Mattison*
Labor Relations

SUBJECT: Seattle Municipal Court Marshals' Guild
1999 through 2001 Collective Bargaining Agreement

Attached is your copy of the above-referenced Collective Bargaining Agreement, Memorandum of Understanding, Memorandum of Agreement, and Ordinance No. 119874. Also attached is the distribution list for this contract. Please use this copy for duplicating any additional copies you may need for your department.

If you have questions, please contact Kim Latham, 684-7941. Thank you.

PLM

Attachment

plm:h:\negs\SMCMGcontracttransmittalmemo\03/23/2000 1:15 PM

FILED
CITY OF SEATTLE
00 MAR 27 AM 10:55
CITY CLERK

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

Internal Distribution
Signed Collective Bargaining Agreement/Ordinance/MOU/MOA

Seattle Municipal Court Marshals' Guild
Union - Collective Bargaining Agreement
Memorandum of Understanding
Memorandum of Agreement
Ordinance #119874

March 23, 2000
Date

<u>Name</u>	<u>Department</u>	<u>Date Delivered</u>
Negotiator	Kim Latham, LR	
Barbara Gangwer	CBO	
Marilyn Sherron	Law	
Mary Denzel	Legislative	
Margaret Carter <i>Signed original CBA, MOU</i>	City Clerk <i>copy of MOA, Ordinance</i>	
Willeen Denton (06-03-01)	Public Library	
Kathy Steinmeyer	Policy Development	
Edie Jorgensen	Class/Comp	
Linda Yuen Leong/Donna Cook	Class/Comp	
Julie Curtis/Shena Brim	Records	
ORIGINAL - Contract File	LR	
Patty Mattison 1-SINGLE-SIDED COPY FROM PRINTER for Library Binder 8 copies (DB, FT, PL, KL, COS, LJ, JM, DK--to contract binders in their office) 8 total	LR	
Chron (Transmittal Letter Only)	LR	

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

<u>Name</u>	<u>Department</u>	<u>Date Delivered</u>
Payroll Representative(s)	Employing Dept.	
Sandy Torrance	Municipal Court	
Human Resource Manager(s)/Representative(s)	BU Department(s)	
Ed Meyer	Municipal Court	

EXTERNAL DISTRIBUTION

<u>Union</u>	<u>Date Delivered</u>
Union Seattle Municipal Court Marshals' Guild	
Business Representative Cindy Geis	

plm:h:\negs\2000\SMCMG CBA Distribution.doc 03/23/2000 1:18 PM

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

AGREEMENT
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT
and
SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective through December 31, 2001

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

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

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE	2
1 NON-DISCRIMINATION	3
2 RECOGNITION AND BARGAINING UNIT	4
3 RIGHTS OF MANAGEMENT	8
4 GUILD DUES AND MEMBERSHIP	10
5 GRIEVANCE PROCEDURE	11
6 WORK STOPPAGES	16
7 CLASSIFICATION AND RATES OF PAY	17
8 WORK OUTSIDE OF CLASSIFICATION	19
9 ANNUAL VACATION	21
10 HOLIDAYS	23
11 LEAVES	25
12 HEALTHCARE	31
13 RETIREMENT	34
14 HOURS OF WORK AND OVERTIME	35
15 GENERAL CONDITIONS	37
16 SUBORDINATION OF AGREEMENT	39
17 SAVINGS CLAUSE	40
18 ENTIRE AGREEMENT	41
19 TERM OF AGREEMENT	42
APPENDIX A	43

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS' GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

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

ARTICLE 1 -- NON-DISCRIMINATION

- 1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

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

ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT

- 2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission shall be binding upon the parties.
- 2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.
- 2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.
- 2.4 Temporary employees shall be exempt from all provisions of this Agreement except this Section; Article 4; Section 14.2; 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.
- 2.4.1 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.
- 2.4.2 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 | 5% premium pay |
| 0521st hour through 1,040th hour ... | 10% premium pay |
| 1,041st hour through 2,080th hour .. | 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.) |
| 2,081st hour | 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.) |

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

- 2.4.2.1 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 2.4.8. 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.
- 2.4.2.2 The premium pay in Section 2.4.2 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.
- 2.4.3 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. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment 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.
- 2.4.4 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.

- 2.4.5 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 regular 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 2.4.7.
- 2.4.6 Premium pay set forth within Section 2.4.2 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 2.4.2.2, 2.4.3, and 2.4.4.
- 2.4.7 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 2.4.2 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 2.4.2 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 2.4.2 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 2.4.2 where it has

already been doing so and it may in such cases reduce the minimum paid to the affected employees by the applicable percentage.

- 2.4.8 The premium pay provisions set forth within Section 2.4.2 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 employees break in service was voluntary.
- 2.4.9 The City may work temporary employees beyond one thousand forty (1,040) 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 2.4.2 or solely to avoid considering creation of permanent positions.
- 2.4.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted 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.

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

ARTICLE 3 -- RIGHTS OF MANAGEMENT

3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.

3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:

- A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;
- B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, 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;
- C. The right to set standards of work performance and to evaluate performance;
- D. To determine hours of work, work schedules and the location of work assignments and offices;
- E. The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the Municipal Court Administrator, and the determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild shall be notified. The Municipal Court Administrator shall make available to the Guild upon request (1) a description of the services to be so performed, and (2) the detailed factual basis.

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

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

- F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.
- G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;
- H. To control the Municipal Court budget;
- I. To determine rules relating to acceptable employee conduct;
- J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;
- K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;
- L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

3.3 The employer reserves the right to take whatever actions is necessary in emergencies to assure the proper functioning of the Municipal Court.

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

ARTICLE 4 -- GUILD MEMBERSHIP AND DUES

- 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members of the Guild within thirty (30) calendar days following the effective date of this Agreement and shall remain members in good standing (as defined in the Guild's Constitution and By-laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.
- 4.2 It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after the effective date of this Agreement shall, within thirty (30) calendar days following such appointment, become and remain members in good standing in the Guild or pay an agency fee to the extent allowed by law.
- 4.3 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. If the employee and the Guild can not agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. Said contribution shall be deposited into a special interest-bearing account by the Guild and, at the end of the fiscal year, donated to the charity.
- 4.3.1 The records concerning the special charitable contributions by Right of Non-Association Members shall be available for inspection by the Court and by the contributors to the special account, upon reasonable notice.
- 4.4 The Employer will 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 Guild, or service fees in lieu of dues, as certified by the Secretary of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.
- 4.5 The Employer will give new employees a union security notice form on which they will acknowledge their bargaining unit status. A copy of the signed form will be sent to the Guild.
- 4.6 The Guild will indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City, on account of actions taken by the City to comply with the provisions of this Article.

ARTICLE 5 -- GRIEVANCE PROCEDURE

- 5.1 Any dispute between the Employer and the Guild or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure (unless otherwise noted) except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 5.7.

The following outline of procedure is written as for a grievance of the Guild against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Guild.

- 5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 5.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

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

5.5 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be verbally presented by the aggrieved employee or the employee and/or Shop Steward within ten (10) working days of the alleged contract violation to a first level supervisor outside of the bargaining unit. The supervisor should consult and/or arrange a meeting with his/her supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) shall answer the grievance within ten (10) working days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Guild President or his/her designee and/or aggrieved employee shall then forward the written grievance to the Director of Court Security with a copy to the City Director of Labor Relations within five (5) working days after the Step 1 answer. The Director of Court Security may convene a meeting within ten (10) working days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) working days after the meeting, the Director of Court Security shall forward a reply to the Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above and shall be forwarded within ten (10) working days after receipt of the Step 2 answer to Step 3. Said grievance shall be submitted by the Executive Director or his/her designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager. The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Court Administrator and the Presiding Judge, who shall in turn give the Guild an answer in writing twenty (20) working days after receipt of the grievance or the meeting between the parties.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) days of the Guild's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Guild may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager.

Within ten (10) working days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Guild to determine who shall arbitrate the dispute. The Director of Court Security shall be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Guild may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); (2) Submit the issue to mediation/arbitration with a mediator/arbitrator selected by one of the above methods by the parties; or (3) Seek other method of resolution.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator or arbitrator/mediator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) working days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator shall be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
 2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employee involved.
 3. The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case.
 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. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- 5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- 5.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) working days of written notice of the disciplinary action under the following procedure:
- Step 1 - A discipline grievance shall be filed in writing by the grieving employee and shop steward with the Director of Court Security, who shall respond to the grievance in writing within fifteen (15) working days. The response shall be mailed to the Guild with a copy given to the employee.
- Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) working days of the Guild's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

- A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;
- B. The City's Director of Labor Relations or his/her designee who shall serve as chairperson;
- C. A panel member designated by the Guild.

The panel shall conduct an informal hearing and provide its findings and recommendations to the Court Administrator or Presiding Municipal Court Judge within twenty (20) working days from the date the hearing was concluded. The panel will use Daugherty's seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Court Administrator or Presiding Judge shall make the final decision concerning the disciplinary action, which decision shall not be further appealable.

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

ARTICLE 6 -- WORK STOPPAGES

- 6.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Guild shall not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement; and should same occur the Guild agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown, or other interference with Employer functions for the term of this Agreement. 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 Employer, including, but not limited to , the recovery of any financial losses suffered by the Employer.

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

ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in "Appendix A" attached hereto and made a part of this Agreement.
- 7.2 Effective June 9, 1999, the base wage rates shall be as displayed in "Appendix A" of this Agreement.
- 7.3 Effective January 5, 2000, the base wage rates, referenced in Section 7.2 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 1999, over the same index for June 1998; 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), as published by the Bureau of Labor Statistics.
- 7.4 Effective January 3, 2001, the base wage rates referenced in Section 7.3 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2000 over the same index for June 1999; 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), as published by Bureau of Labor Statistics.
- 7.4.1 The parties agree that if sales tax revenues available to the City for fiscal year 2001 are projected to decline in comparison to sales tax revenues available to the City during fiscal year 2000, the parties agree to open negotiations with respect to wages for the contract term beginning January 1, 2001. If said negotiations are required, the increase for the year 2001 will be determined based upon the agreement reached by the parties. Further, if said negotiations are required, they shall commence no later than September 1, 2000. The parties agree to rely on the projections made by the City Budget Office in July 2000 as the basis for this provision.
- 7.4.2 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. 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.

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

7.5

The Classification/Compensation Unit will conduct wage equity reviews using a total compensation model with any resulting wage adjustments being effective January 6, 1999. The equity adjustments will be discounted to the same extent that the Coalition of City Unions equity adjustments are discounted, and the resulting adjustment will be reduced by Ninety Dollars (\$90.00) per employee per year.

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

ARTICLE 8 -- WORK OUTSIDE OF CLASSIFICATION

- 8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) 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.
- 8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.
- 8.5 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. 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 Employer 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., 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 that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

- 8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. 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/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.
- 8.7 Out-of-class shall be formally assigned 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 that 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.
- 8.8 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 director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

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

ARTICLE 9 -- ANNUAL VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 9.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 9.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became eligible and may accumulate a vacation balance that 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

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

maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

- 9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the head of the department.
- 9.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.9 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.
- 9.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 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.
- 9.11 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 employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority based vacation scheduling system which will be developed by September 30, 1999, and described in a Letter of Agreement.

ARTICLE 10 -- HOLIDAYS

- 10.1 The following days or days in lieu thereof shall be recognized as paid holidays:

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

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

- 10.2 Employees on pay status on or prior to February 12 shall be entitled to use the first Personal Holiday as referenced in Section 10.1 during that calendar year. Employees on pay status on or prior to October 1 shall be entitled to use the second Personal Holiday as referenced in Section 10.1 during that calendar year.
- 10.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 10.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 10.5 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the

pay period immediately prior to the pay period in which the holidays 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. 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.

- 10.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

- A. Use of accumulated compensatory time or vacation time;
- B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
- C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

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

ARTICLE 11 -- LEAVES

11.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer 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 that prevents the employee from performing his/her regular duties.
- B. Disability due to pregnancy and/or childbirth.
- C. Employee medical or dental appointments.
- D. Sick leave credit may also be used for care of family members as required of the Employer by state law and/or as defined and provided for by City of Seattle ordinance, as 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.

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

Upon retirement, twenty-five percent (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. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick credits shall be paid to his/her designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System, at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

11.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed 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.

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

- 11.3 Compensation for the first four (4) 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 shall see fit to have made. Compensation for such absences beyond four (4) continuous 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.
- 11.4 Conditions Not Covered - Employees shall not be eligible for sick leave:
- A. When suspended or on leave without pay and when laid off or on other non-pay status.
 - B. When off work on a holiday.
 - C. When an employee works during his/her free time for an employer other than the Employer of Seattle and his/her illness or disability arises therefrom.
- 11.5 Prerequisites for Payment
- A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her 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 if 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. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.
 - B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, 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.

C. 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. Each supervisor shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

D. 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/her 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.

11.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 5.5.

11.7 Industrial Injury or Illness:

A. 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 sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to 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 that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; 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 6A.

- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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.

- E. 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.

- F. 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 work days as applied to the time limitations set forth within Section 6H. 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 11.7A.
- G. 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.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

- 11.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one 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 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 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, stepmother, stepfather, brother, sister, grandchild, grandfather or 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 relative as allowed by City Ordinance. Such relatives 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.

- 11.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 11.10 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

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

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

- 12.1 Effective upon the signing of this agreement, the City shall provide medical, dental, and vision plans (initially Group Health, Regence Blue Shield, Choice Plus, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 1999, 2000, and 2001, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.1 Effective upon the signing of the agreement, the City shall pay one hundred percent (100%) of the monthly premiums for medical, dental, and vision coverage.
- 12.1.2 For calendar years 2000 and 2001, the City shall pay the equivalent of one hundred six percent (106%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. If the premium costs for calendar years 2000 and/or 2001 are projected to be greater than one hundred six percent (106%), the Labor-Management Health Care Committee will make adjustments to remain within the established one hundred six percent (106%) parameters in accordance with the Memorandum of Agreement.
- 12.1.3 A Health Care Reserve Account shall be established for utilization in the second year of the contract period and beyond. This Reserve Account is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 12.1.4 The Guild may reopen negotiations exclusively on the level of the City's medical, dental, and vision premium costs for the contract term January 1, 2001, through December 31, 2001, by providing written notification to the City of that intent no later than August 1, 2000.

12.1.5 Effective upon the signing of the agreement, new, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The Employer 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 Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer'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.
- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Guild of that fact.
- C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2001, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

- 12.4 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 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

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

ARTICLE 13 -- RETIREMENT

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

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

ARTICLE 14 -- HOURS OF WORK AND OVERTIME

- 14.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 14.2 All hours performed in excess of a permanent, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee shall be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.
- 14.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.
- 14.4 When a permanent full-time vacancy occurs in the Marshals' Unit, permanent part-time employees shall be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position all bargaining unit employees who apply for the position will be guaranteed a final interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.
- 14.5 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

er
e
(5)
ek
ne
e
nd
es
ith
rk

erly
(0)
for
of
ief
ule
rk
(1-

as
(2)

ent
the

ent
brity
the
ees
pyer
s to

teen
ees
shall

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

- 14.6 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.

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

ARTICLE 15 -- GENERAL CONDITIONS

- 15.1 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods, and upon written notice an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
 - B. By payroll deductions spread over two pay periods; or
 - C. by payments from the employee spread over two pay periods.
 - D. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
 - E. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).
 - F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Guild shall be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.
- 15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall

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

not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

- 15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars (\$500) as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Twenty-five Dollars (\$325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150). Each new employee, on a one-time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. As soon as possible after implementation of this Agreement, the Employer, on a one-time-only basis, will provide each member of the Guild a uniform jacket. Within sixty (60) days of receipt of the increased clothing allowance for the year 2000, each employee must purchase a long sleeve shirt and tie. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.
- 15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars (\$2,480) will be established. Effective January 1, 2000, Twenty-four Dollars (\$24.00) per employee per year shall be added to the fund. Such fund shall be administered by a labor-management committee for unbudgeted training, equipment and/or other job related needs.

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

ARTICLE 16 -- SUBORDINATION OF AGREEMENT

- 16.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 16.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

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

ARTICLE 17 -- SAVINGS CLAUSE

- 17.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is 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.
- 17.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.

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

ARTICLE 18 -- ENTIRE AGREEMENT

- 18.1 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.
- 18.2 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, whether or not specifically referred to or covered in this Agreement.

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

ARTICLE 19 -- TERM OF AGREEMENT

19.1 Upon execution by both parties, this Agreement shall become effective and shall remain in effect through December 31, 2001.

Signed this 21 day of March, 2000.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

CITY OF SEATTLE
Executed under authority of
Ordinance 119874

By Cindy L. Geis
President

By Paul Sileu
Mayor

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

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

Hourly Base Wages as of November 24, 1999

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Municipal Court Marshal	17.58	18.27	18.95	19.68	20.47
Municipal Court Marshal, Sr.	19.68	20.47	21.26	22.12	22.99

Hourly Base Wages as of January 5, 2000

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	17.41	18.14	18.85	19.56	20.31	21.13
Municipal Court Marshal, Sr.	20.31	21.13	21.94	22.83	23.73	

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

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

And

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

The parties of this Memorandum of Understanding, City of Seattle, hereinafter "City," and the Seattle Municipal Court Marshals' Guild, hereinafter "Guild," have reached the following agreement regarding the payment of a lump sum to Municipal Court Marshals and Senior Municipal Court Marshals in the bargaining unit represented by the Guild.

As part of the contract settlement between the parties, Municipal Court Marshals and Senior Municipal Court Marshals will be entitled to receive payment of a lump sum. The lump sum amount will equal a pay differential between the 1997 pay rates for salary range 28.0A (Municipal Court Marshals) and salary ranges 29.5A and 31.0A (Senior Municipal Court Marshals), which the bargaining unit members were receiving, and the rates that were in effect for the salary ranges for 1998 and 1999. Benny Bridges' lump sum payment will be based on salary range 29.5A, and he will be placed at step 4 of salary range 31.0A on January 5, 2000. Steve Williams' lump sum payment will be based on salary range 31.0A.

Effective November 24, 1999, increased salaries will be paid as set forth in the Collective Bargaining Agreement being legislated simultaneously with this Memorandum of Understanding.

Signed this 21 day of March, 2000.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

By Cindy P. Geis
President

KL:plm

CITY OF SEATTLE
Executed under authority of
Ordinance _____

By Paul Schell
Mayor

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and the
SEATTLE MUNICIPAL COURT MARSHALS' GUILD
LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement describes the processes and time frames agreed to between the City and the Seattle Municipal Court Marshals' Guild, governing the medical, dental, and/or vision, life, long-term care, and employee assistance program benefits for all regular employees represented by the Guild, including the changes thereto and premiums established through the Labor-Management Health Care Committee in accordance with the provisions contained herein.

I. CONTRACTUAL PROVISIONS

Each Union subject to the Labor-Management Health Care Committee shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all regular employees represented by said Unions, including premiums and changes thereto, in accordance with the provisions of this Memorandum of Agreement.

II. PREMIUM MAXIMUMS

If the average cost for medical, dental, and vision premiums for the period January 1, 2000, through December 31, 2000, is projected by the Labor-Management Health Care Committee to exceed one hundred and six percent (106%) of the average cost for medical, dental, and vision premiums paid for the period January 1, 1999, through December 31, 1999, the matter shall be addressed as provided in Section VIII. If the average cost for medical, dental, and vision premiums are projected to be less than one hundred and six percent (106%), the City will remain obligated to pay the equivalent of one hundred and six percent (106%), and the matter shall be addressed as provided in Section VII.

If the average cost for medical, dental, and vision premiums for the period January 1, 2001, through December 31, 2001, is projected by the Labor-Management Health Care Committee to exceed one hundred and six percent (106%) of the average cost for medical, dental, and vision premiums paid for the period January 1, 2000, through December 31, 2000, the matter shall be addressed as provided in Section VIII. If the average cost for medical, dental, and vision premiums are projected to be less than one hundred and six percent (106%), the City will remain

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

obligated to pay the equivalent of one hundred and six percent (106%), and the matter shall be addressed as provided in Section VII.

"Average cost" shall be determined by the following calculation:

Multiply the number of City employees in each medical plan, as of June 30, by their respective monthly medical plan premiums to determine the total of monthly medical premiums. Divide that total by the total number of employees to determine the average monthly medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental, and vision plan premiums and multiply by twelve to determine the average cost, as referenced in this Section, and Sections VII, VIII, and IX below.

III. HEALTH CARE RESERVE ACCOUNT

A Health Care Reserve Account shall be established for utilization in year 2000 and beyond with initial funding, from the Guild, in the amount of \$1955, for the purposes described below. The initial funding shall also include funds contributed to the Health Care Reserve Account on behalf of other Unions subject to the Labor-Management Health Care Committee and shall be in addition to any excess premium revenues, refunds or other funds that may become available and that are placed in the Reserve Account as described below.

IV. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this Memorandum of Agreement, and six (6) voting representatives selected annually by the City. The Committee shall establish the protocol and procedures under which it will function.

V. SELF-INSURING

Prior to April 15, 1999, the Committee shall consider the advantages and disadvantages of self-insuring the indemnity plan effective for the calendar year 2000 and at the appropriate time, make a determination as to whether to self-insure said plan. As the Committee deems appropriate, this decision may also be examined in future years. If the Committee reaches an agreement to self-insure said plan, one hundred percent (100%) of any savings after expenses derived from

self-insuring said plan shall be placed in the Health Care Reserve Account for the purposes described in sections VII and VIII, below.

VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility to review the following:

- a. Quarterly reports of fund activity for the Health Care Reserve Account provided for in section III, above.
- b. Medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest. The benefits consultant shall participate in these reviews on at least a quarterly basis.
- c. Benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants and may share employee feedback on benefit issues.
- d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.

VII. DECISION-MAKING ASSOCIATED WITH POSITIVE PROJECTIONS

If the City's average cost for health care for the year 2000 and/or 2001 is projected to be less than the amount defined in section II; or less than a target negotiated for any subsequent contract year, if this Memorandum of Agreement is extended by the parties; then:

- a. The Committee must reach agreement to increase benefit levels or add benefits; or,
- b. The Committee must reach agreement that the positive balance will be retained as a reserve in the Health Care Reserve Account for the purpose of managing future premium increases; or
- c. The Committee must reach agreement that the positive balance will be made available to fund some defined, health-related purpose that does not create a continuing obligation; or
- d. The Committee must reach agreement that the positive balance will be utilized through the implementation of a combination of options a, b and/or c, above; or
- e. If the Committee fails to reach agreement after mediation assistance from the Federal Mediation and Conciliation Services (FMCS), option b, will automatically be the default implemented.

VIII. DECISION-MAKING ASSOCIATED WITH NEGATIVE PROJECTIONS

If the City's average cost for health care for the year 2000 and/or 2001 is projected to be greater than the amount defined in section II, or greater than a target negotiated for any subsequent contract year if this Memorandum of Agreement is extended by the parties; then:

- a. The Committee must reach agreement to utilize existing Health Care Reserve Account resources to remain within the premium costs established by the parameters identified in section II, above; or
- b. The Committee must reach agreement to modify benefit levels (raise co-pays, deductibles, etc.) or reduce benefits to establish premium costs that remain within the established parameters identified in section II, above; or
- c. The Committee must reach agreement to utilize a combination of those strategies identified in option a and b, above, or other mutually agreed upon options other than increasing the City's cost for health care to establish premium costs that remain within the established parameters identified in section II, above; or
- d. The parties agree to secure the assistance of a mediator-arbitrator in the event that they are unable to reach agreement on a strategy identified in options a, b, or c above. The same person who provides mediation assistance shall also provide arbitration service. If the Committee members are unable to mutually agree on a mediator-arbitrator, the mediator-arbitrator shall be selected from a panel of seven (7) mediator-arbitrators furnished by FMCS within five (5) working days of the date the Committee members received the list of mediator-arbitrators. The mediator-arbitrator shall be selected from the list by both the City representatives and the Labor representatives, each alternately striking a name from the list until only one name remains. Whether the City or Labor strikes the first name will be determined by a coin toss. If one party fails or refuses to participate in the process for selecting a mediator-arbitrator within the required time frame, the mediator-arbitrator shall be selected from the FMCS list by the other party. If by September 15 of the year prior to January 1st when the premium costs in question will be implemented, the Committee, after mediation assistance from the FMCS fails to reach agreement on a strategy identified in options a, b, or c above, the matter shall be submitted to arbitration by either or both the City and Labor. The sole and exclusive issue to be submitted to arbitration shall be which specific strategy, option a, b, or c, shall be implemented. Within five (5) working days following that date, Labor and the City shall formulate their last and final position relating to the issue as defined herein and submit them to the mediator-arbitrator and the other party. As part of their last and final position, the City and Labor shall describe how and why said position will cause premium costs to remain within the established parameters identified in section II, above. If either party fails to submit a last and final position to the mediator-arbitrator and the opposing party, the mediator-arbitrator shall rule in favor of the party that timely made its submission. The mediator-arbitrator

shall be asked to render a decision endorsing either Labor's or the City's last and final position. Such decision shall be rendered promptly, and the decision of the mediator-arbitrator shall be final and binding on all parties, but only to the extent it is confined to the specific strategy to be implemented related to the approaches described in options a, b, or c, as defined above and only to the extent the mediator-arbitrator finds that the decision will cause premium costs to remain within the established parameters identified in section II, above. The mediator-arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both the City and Labor. The City and Labor shall each bear the cost of any witnesses appearing on their behalf, and shall bear their own attorneys' fees and costs.

- e. In the event the mediator-arbitrator's decision has not been rendered by January 1st, the City shall pay on a monthly basis the full amount of any health care premium increases for the new year. Once the mediator-arbitrator's decision is rendered it shall be applied retroactively to January 1st and such adjustments as are necessary shall be made, including repayment of health care premium increases previously paid by the City.

IX. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care premiums for the new year have been finalized, the Committee shall assess whether or not those rates are more or less than one hundred and six percent (106%) of the average cost for medical, dental and vision premiums for the prior year.

If the actual increase is less than one hundred and six percent (106%); or less than a target negotiated for any subsequent contract year; and/or if favorable claims experience during calendar year 1999 or beyond results in a refund; and/or if savings are derived from self-insuring the indemnity plan; the positive balance will be retained as a reserve in the Health Care Reserve Account until the Committee makes projections for health care premium rates for the following year. Once such projections are made the Committee shall address the disposition of the positive balance from the current year in the applicable decision-making process.

If the actual is more than one hundred and six percent (106%), the Committee shall determine the amount by which the average cost for medical, dental and vision premiums paid for the prior year exceeds one hundred and six percent (106%) of the average cost for medical, dental and vision premiums for the prior year. Once the Committee makes projections for health care premium rates for the following year, the Committee shall address recovering the negative balance in the following year in the applicable decision-making process. Any option selected by the Committee, or the last and final position submitted to an arbitrator by the City or Labor under section VIII. d.,

shall provide for recovering the negative balance from the actual experience for the current year.

X. AMENDMENTS

This Memorandum of Agreement may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

XI. DEFINITION OF THE TERM "AGREEMENT"

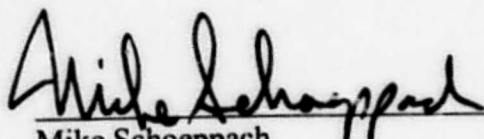
The definition of having reached an "agreement" as utilized in sections V, VII, VIII, and X above, shall mean that at least four of the Labor members and four of the City members of the Committee concur with the decision in question.

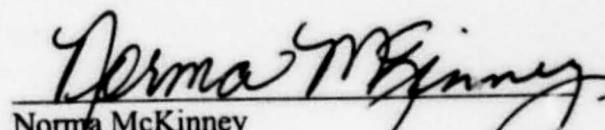
XII. TERM OF AGREEMENT

This Memorandum of Agreement shall be valid until December 31, 2001, and shall renew itself for a three-year period on each third-year anniversary of said date unless the City or the Guild has given notice of their intent to withdraw prior to the third-year anniversary date. In the latter case, the Memorandum shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

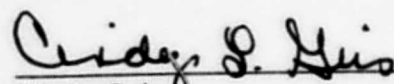
Signed this 21 day of March, 2000.

THE CITY OF SEATTLE


Mike Schoeppach
Director of Labor Relations


Norma McKinney
Personnel Director

**SEATTLE MUNICIPAL COURT
MARSHALS' GUILD**


Cindy Geis
Interim President

HC2MOA

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



City of Seattle

Paul Schell, Mayor

Executive Services Department

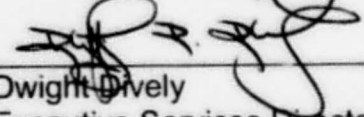
Dwight D. Dively, Director

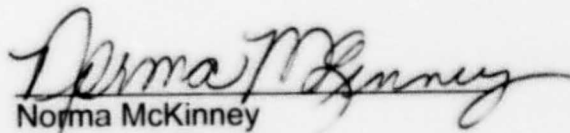
January 19, 2000

TO: Honorable Margaret Pageler, President
Seattle City Council

VIA: Barbara Gangwer
City Budget Office

FROM:


Dwight Dively
Executive Services Director


Norma McKinney
Personnel Director

SUBJECT: Attached Proposed Ordinance Approving a Memorandum of Understanding and Collective Bargaining Agreement with the Seattle Municipal Court Marshals' Guild.

The attached proposed ordinance authorizes the Mayor to sign a Memorandum of Understanding and a Collective Bargaining Agreement that provides wage adjustments and conditions of employment effective through December 31, 2001. The agreement covers approximately twenty regular, full-time employees in the Municipal Court.

Term of Agreement

The Collective Bargaining Agreement is effective through December 31, 2001.

Wages and Benefits

The Seattle Municipal Court Marshals' Guild received wages, healthcare, and retirement benefits consistent with the settlement with the Coalition of City Unions.

In addition, the Guild has agreed to a 6% increase for the Senior Marshal and a new lower step for Court Marshal at 4% below the current first step. The Guild has chosen to use a portion of the savings from the new first step as a way to increase their annual uniform allowance from \$325 to \$500. The increase to the Senior Marshal wages was based off a Class/Comp recommendation (Senior Marshals assumed full supervisory duties in early 1998) that was published just after the Marshals raised the question of representation.

Personnel Division, Dexter Horton Building, 710 Second Avenue, 12th Floor, Seattle, WA 98104-1793

Tel: (206) 684-7664, TDD: (206) 684-7888, Fax: (206) 684-4157, <http://www.ci.seattle.wa.us>

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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

Seattle City Council
January 19, 2000
Page 2

Should you have questions regarding this legislation, please telephone John McArty at 684-7912 or Kim Latham at 684-7941. Thank you.

NM:klplm

Attachments

plmft/g:\labor\akord\SMCMGordcoverletter.doc//01/19/2000 2:43 PM

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



FISCAL NOTE

Department:
ESD, Personnel Division
Labor Relations Unit

Contact Person/Phone:
Kim Latham, 684-7941

CBO Analyst/Phone:
Barbara Gangwer, 615-0768

Legislation Title: AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and the Seattle Municipal Court Marshals' Guild (SMCMG) effective through December 31, 2001, and a Memorandum of Understanding effective through November 23, 1999, authorizing a one-time-only, lump-sum payment; and providing payment therefor.

Summary of the Legislation: Approves a Collective Bargaining Agreement with the Seattle Municipal Court Marshals' Guild, the negotiated pay increases, and lump-sum payments.

Background (including justification for the legislation and funding history, if applicable): Pursuant to RCW 41.56, the City bargained this agreement with the Seattle Municipal Court Marshals' Guild, a labor organization certified by the Public Employment Relations Commission to represent this bargaining unit. The agreement does not exceed the parameters authorized by the Labor Relations Policy Committee.

Sustainability Issues (related to grant awards): N/A

Estimated Expenditure Impacts: One-time-only lump sum payments @ \$63,000; 100% COLA for 2000, 2001; 106% cap on medical for 2000, 2001; 6% increase to Senior Marshal (2 ee's).

Estimated Revenue Impacts: N/A

Estimated FTE Impacts: N/A

Do positions sunset in the future? If so, when? N/A

Other issues (including long-term implications of the legislation): N/A

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



MEMORANDUM OF UNDERSTANDING

By and between:

THE CITY OF SEATTLE

And

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

The parties of this Memorandum of Understanding, City of Seattle, hereinafter "City," and the Seattle Municipal Court Marshals' Guild, hereinafter "Guild," have reached the following agreement regarding the payment of a lump sum to Municipal Court Marshals and Senior Municipal Court Marshals in the bargaining unit represented by the Guild.

As part of the contract settlement between the parties, Municipal Court Marshals and Senior Municipal Court Marshals will be entitled to receive payment of a lump sum. The lump sum amount will equal a pay differential between the 1997 pay rates for salary range 28.0A (Municipal Court Marshals) and salary ranges 29.5A and 31.0A (Senior Municipal Court Marshals), which the bargaining unit members were receiving, and the rates that were in effect for the salary ranges for 1998 and 1999. Benny Bridges' lump sum payment will be based on salary range 29.5A, and he will be placed at step 4 of salary range 31.0A on January 5, 2000. Steve Williams' lump sum payment will be based on salary range 31.0A.

Effective November 24, 1999, increased salaries will be paid as set forth in the Collective Bargaining Agreement being legislated simultaneously with this Memorandum of Understanding.

Signed this _____ day of _____, 2000.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

CITY OF SEATTLE
Executed under authority of
Ordinance _____

By _____
President

By _____
Mayor

KL:plm

klplm/g:\labor\akord\SMCMGordMOU.doc//01/19/2000 2:53 PM



1ST ATTACHMENT

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

AGREEMENT
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective through December 31, 2001

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



2nd ATTACHMENT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE	2
1 NON-DISCRIMINATION	3
2 RECOGNITION AND BARGAINING UNIT	4
3 RIGHTS OF MANAGEMENT	8
4 GUILD DUES AND MEMBERSHIP	10
5 GRIEVANCE PROCEDURE	11
6 WORK STOPPAGES	16
7 CLASSIFICATION AND RATES OF PAY	17
8 WORK OUTSIDE OF CLASSIFICATION	19
9 ANNUAL VACATION	21
10 HOLIDAYS	23
11 LEAVES	25
12 HEALTHCARE	31
13 RETIREMENT	34
14 HOURS OF WORK AND OVERTIME	35
15 GENERAL CONDITIONS	37
16 SUBORDINATION OF AGREEMENT	39
17 SAVINGS CLAUSE	40
18 ENTIRE AGREEMENT	41
19 TERM OF AGREEMENT	42
APPENDIX A	43



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

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS' GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

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



ARTICLE 1 -- NON-DISCRIMINATION

- 1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

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



ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT

- 2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission shall be binding upon the parties.
- 2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.
- 2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.
- 2.4 Temporary employees shall be exempt from all provisions of this Agreement except this Section; Article 4; Section 14.2; 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.
- 2.4.1 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.
- 2.4.2 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 hour5% premium pay
- 0521st hour through 1,040th hour ... 10% premium pay
- 1,041st hour through 2,080th hour .. 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
- 2,081st hour 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)



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

- 2.4.2.1 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 2.4.8. 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.
- 2.4.2.2 The premium pay in Section 2.4.2 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.
- 2.4.3 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. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment 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.
- 2.4.4 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.

- 2.4.5 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 regular 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 2.4.7.
- 2.4.6 Premium pay set forth within Section 2.4.2 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 2.4.2.2, 2.4.3, and 2.4.4.
- 2.4.7 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 2.4.2 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 2.4.2 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 2.4.2 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 2.4.2 where it has

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



already been doing so and it may in such cases reduce the minimum paid to the affected employees by the applicable percentage.

- 2.4.8 The premium pay provisions set forth within Section 2.4.2 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 employees break in service was voluntary.
- 2.4.9 The City may work temporary employees beyond one thousand forty (1,040) 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 2.4.2 or solely to avoid considering creation of permanent positions.
- 2.4.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted 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.

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



ARTICLE 3 -- RIGHTS OF MANAGEMENT

- 3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.
- 3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:
- A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;
 - B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, 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;
 - C. The right to set standards of work performance and to evaluate performance;
 - D. To determine hours of work, work schedules and the location of work assignments and offices;
 - E. The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the Municipal Court Administrator, and the determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild shall be notified. The Municipal Court Administrator shall make available to the Guild upon request (1) a description of the services to be so performed, and (2) the detailed factual basis.

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

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



- F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.
- G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;
- H. To control the Municipal Court budget;
- I. To determine rules relating to acceptable employee conduct;
- J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;
- K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;
- L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

3.3 The employer reserves the right to take whatever actions is necessary in emergencies to assure the proper functioning of the Municipal Court.

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



ARTICLE 4 -- GUILD MEMBERSHIP AND DUES

- 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members of the Guild within thirty (30) calendar days following the effective date of this Agreement and shall remain members in good standing (as defined in the Guild's Constitution and By-laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.
- 4.2 It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after the effective date of this Agreement shall, within thirty (30) calendar days following such appointment, become and remain members in good standing in the Guild or pay an agency fee to the extent allowed by law.
- 4.3 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. If the employee and the Guild can not agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. Said contribution shall be deposited into a special interest-bearing account by the Guild and, at the end of the fiscal year, donated to the charity.
- 4.3.1 The records concerning the special charitable contributions by Right of Non-Association Members shall be available for inspection by the Court and by the contributors to the special account, upon reasonable notice.
- 4.4 The Employer will 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 Guild, or service fees in lieu of dues, as certified by the Secretary of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.
- 4.5 The Employer will give new employees a union security notice form on which they will acknowledge their bargaining unit status. A copy of the signed form will be sent to the Guild.
- 4.6 The Guild will indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City, on account of actions taken by the City to comply with the provisions of this Article.



ARTICLE 5 -- GRIEVANCE PROCEDURE

- 5.1 Any dispute between the Employer and the Guild or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure (unless otherwise noted) except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 5.7.

The following outline of procedure is written as for a grievance of the Guild against the Employer, but it is understood the steps are similar for a grievance of the Employer against the Guild.

- 5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 5.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

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



5.5 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be verbally presented by the aggrieved employee or the employee and/or Shop Steward within ten (10) working days of the alleged contract violation to a first level supervisor outside of the bargaining unit. The supervisor should consult and/or arrange a meeting with his/her supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) shall answer the grievance within ten (10) working days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Guild President or his/her designee and/or aggrieved employee shall then forward the written grievance to the Director of Court Security with a copy to the City Director of Labor Relations within five (5) working days after the Step 1 answer. The Director of Court Security may convene a meeting within ten (10) working days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Guild Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) working days after the meeting, the Director of Court Security shall forward a reply to the Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above and shall be forwarded within ten (10) working days after receipt of the Step 2 answer to Step 3. Said grievance shall be submitted by the Executive Director or his/her designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager. The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Court Administrator and the Presiding Judge, who shall in turn give the Guild an answer in writing twenty (20) working days after receipt of the grievance or the meeting between the parties.

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



Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) days of the Guild's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Guild may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager.

Within ten (10) working days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Guild to determine who shall arbitrate the dispute. The Director of Court Security shall be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Guild may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); (2) Submit the issue to mediation/arbitration with a mediator/arbitrator selected by one of the above methods by the parties; or (3) Seek other method of resolution.

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator or arbitrator/mediator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) working days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Director of Court Security, the Court Administrator, the Presiding Judge, and the Court Personnel Manager.

When the Demand for Arbitration is filed with the American Arbitration Association, the arbitrator shall be selected from a list obtained from the Association by its selection process.

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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



1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
 2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employee involved.
 3. The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case.
 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. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- 5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- 5.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) working days of written notice of the disciplinary action under the following procedure:
- Step 1 - A discipline grievance shall be filed in writing by the grieving employee and shop steward with the Director of Court Security, who shall respond to the grievance in writing within fifteen (15) working days. The response shall be mailed to the Guild with a copy given to the employee.
- Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) working days of the Guild's receipt of the response in Step 1, the grievance shall be considered resolved.



The disciplinary review panel shall consist of:

- A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;
- B. The City's Director of Labor Relations or his/her designee who shall serve as chairperson;
- C. A panel member designated by the Guild.

The panel shall conduct an informal hearing and provide its findings and recommendations to the Court Administrator or Presiding Municipal Court Judge within twenty (20) working days from the date the hearing was concluded. The panel will use Daugherty's seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Court Administrator or Presiding Judge shall make the final decision concerning the disciplinary action, which decision shall not be further appealable.

NO TICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



ARTICLE 6 -- WORK STOPPAGES

- 6.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Guild shall not cause any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement; and should same occur the Guild agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown, or other interference with Employer functions for the term of this Agreement. 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 Employer, including, but not limited to , the recovery of any financial losses suffered by the Employer.

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



ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in "Appendix A" attached hereto and made a part of this Agreement.
- 7.2 Effective June 9, 1999, the base wage rates shall be as displayed in "Appendix A" of this Agreement.
- 7.3 Effective January 5, 2000, the base wage rates, referenced in Section 7.2 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 1999, over the same index for June 1998; 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), as published by the Bureau of Labor Statistics.
- 7.4 Effective January 3, 2001, the base wage rates referenced in Section 7.3 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2000 over the same index for June 1999; 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), as published by Bureau of Labor Statistics.
- 7.4.1 The parties agree that if sales tax revenues available to the City for fiscal year 2001 are projected to decline in comparison to sales tax revenues available to the City during fiscal year 2000, the parties agree to open negotiations with respect to wages for the contract term beginning January 1, 2001. If said negotiations are required, the increase for the year 2001 will be determined based upon the agreement reached by the parties. Further, if said negotiations are required, they shall commence no later than September 1, 2000. The parties agree to rely on the projections made by the City Budget Office in July 2000 as the basis for this provision.
- 7.4.2 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. 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.



7.5

The Classification/Compensation Unit will conduct wage equity reviews using a total compensation model with any resulting wage adjustments being effective January 6, 1999. The equity adjustments will be discounted to the same extent that the Coalition of City Unions equity adjustments are discounted, and the resulting adjustment will be reduced by Ninety Dollars (\$90.00) per employee per year.

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



ARTICLE 8 -- WORK OUTSIDE OF CLASSIFICATION

- 8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) 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.
- 8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.
- 8.5 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. 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 Employer 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., 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 that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

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



- 8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. 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/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.
- 8.7 Out-of-class shall be formally assigned 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 that 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.
- 8.8 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 director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

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



ARTICLE 9 -- ANNUAL VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 9.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 9.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became eligible and may accumulate a vacation balance that 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

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



maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

- 9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the head of the department.
- 9.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.9 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.
- 9.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 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.
- 9.11 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 employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority based vacation scheduling system which will be developed by September 30, 1999, and described in a Letter of Agreement.



ARTICLE 10 -- HOLIDAYS

- 10.1 The following days or days in lieu thereof shall be recognized as paid holidays:

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

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

- 10.2 Employees on pay status on or prior to February 12 shall be entitled to use the first Personal Holiday as referenced in Section 10.1 during that calendar year. Employees on pay status on or prior to October 1 shall be entitled to use the second Personal Holiday as referenced in Section 10.1 during that calendar year.
- 10.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 10.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 10.5 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the



pay period immediately prior to the pay period in which the holidays 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. 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.

10.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

- A. Use of accumulated compensatory time or vacation time;
- B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
- C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

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



ARTICLE 11 -- LEAVES

11.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer 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 that prevents the employee from performing his/her regular duties.
- B. Disability due to pregnancy and/or childbirth.
- C. Employee medical or dental appointments.
- D. Sick leave credit may also be used for care of family members as required of the Employer by state law and/or as defined and provided for by City of Seattle ordinance, as 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.

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

Upon retirement, twenty-five percent (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. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick credits shall be paid to his/her designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System, at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

11.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed 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.

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



- 11.3 Compensation for the first four (4) 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 shall see fit to have made. Compensation for such absences beyond four (4) continuous 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.
- 11.4 Conditions Not Covered - Employees shall not be eligible for sick leave:
- A. When suspended or on leave without pay and when laid off or on other non-pay status.
 - B. When off work on a holiday.
 - C. When an employee works during his/her free time for an employer other than the Employer of Seattle and his/her illness or disability arises therefrom.
- 11.5 Prerequisites for Payment
- A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her 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 if 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. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.
 - B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, 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.



C. 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. Each supervisor shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

D. 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/her 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.

11.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 5.5.

11.7 Industrial Injury or Illness:

A. 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 sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to 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 that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; 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 6A.

- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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.

- E. 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.

- F. 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 6H. 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 11.7A.
 - G. 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.
 - H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
 - I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
 - J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 11.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one 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 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 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, stepmother, stepfather, brother, sister, grandchild, grandfather or 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 relative as allowed by City Ordinance. Such relatives 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.

- 11.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 11.10 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

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



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

- 12.1 Effective upon the signing of this agreement, the City shall provide medical, dental, and vision plans (initially Group Health, Regence Blue Shield, Choice Plus, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 1999, 2000, and 2001, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.1 Effective upon the signing of the agreement, the City shall pay one hundred percent (100%) of the monthly premiums for medical, dental, and vision coverage.
- 12.1.2 For calendar years 2000 and 2001, the City shall pay the equivalent of one hundred six percent (106%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. If the premium costs for calendar years 2000 and/or 2001 are projected to be greater than one hundred six percent (106%), the Labor-Management Health Care Committee will make adjustments to remain within the established one hundred six percent (106%) parameters in accordance with the Memorandum of Agreement.
- 12.1.3 A Health Care Reserve Account shall be established for utilization in the second year of the contract period and beyond. This Reserve Account is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 12.1.4 The Guild may reopen negotiations exclusively on the level of the City's medical, dental, and vision premium costs for the contract term January 1, 2001, through December 31, 2001, by providing written notification to the City of that intent no later than August 1, 2000.

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



12.1.5 Effective upon the signing of the agreement, new, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

12.2 Life Insurance - The Employer 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 Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer'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.
- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Guild of that fact.
- C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

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



The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2001, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

- 12.4 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 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

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



ARTICLE 13 -- RETIREMENT

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

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



ARTICLE 14 -- HOURS OF WORK AND OVERTIME

- 14.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 14.2 All hours performed in excess of a permanent, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee shall be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.
- 14.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.
- 14.4 When a permanent full-time vacancy occurs in the Marshals' Unit, permanent part-time employees shall be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position all bargaining unit employees who apply for the position will be guaranteed a final interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.
- 14.5 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.



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

14.6 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.



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

ARTICLE 15 -- GENERAL CONDITIONS

- 15.1 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods, and upon written notice an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
 - B. By payroll deductions spread over two pay periods; or
 - C. by payments from the employee spread over two pay periods.
 - D. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
 - E. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).
 - F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Guild shall be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.
- 15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall

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



not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

- 15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars (\$500) as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Twenty-five Dollars (\$325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150). Each new employee, on a one-time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. As soon as possible after implementation of this Agreement, the Employer, on a one-time-only basis, will provide each member of the Guild a uniform jacket. Within sixty (60) days of receipt of the increased clothing allowance for the year 2000, each employee must purchase a long sleeve shirt and tie. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.
- 15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars (\$2,480) will be established. Effective January 1, 2000, Twenty-four Dollars (\$24.00) per employee per year shall be added to the fund. Such fund shall be administered by a labor-management committee for unbudgeted training, equipment and/or other job related needs.

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



ARTICLE 16 -- SUBORDINATION OF AGREEMENT

- 16.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 16.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

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



ARTICLE 17 -- SAVINGS CLAUSE

- 17.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is 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.
- 17.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.

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



ARTICLE 18 -- ENTIRE AGREEMENT

- 18.1 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.
- 18.2 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, whether or not specifically referred to or covered in this Agreement.

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



ARTICLE 19 -- TERM OF AGREEMENT

19.1 Upon execution by both parties, this Agreement shall become effective and shall remain in effect through December 31, 2001.

Signed this _____ day of _____, 2000.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

CITY OF SEATTLE
Executed under authority of
Ordinance _____

By _____
President

By _____
Mayor

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



SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

Hourly Base Wages as of November 24, 1999

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Municipal Court Marshal	17.58	18.27	18.95	19.68	20.47
Municipal Court Marshal, Sr.	19.68	20.47	21.26	22.12	22.99

Hourly Base Wages as of January 5, 2000

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	17.41	18.14	18.85	19.56	20.31	21.13
Municipal Court Marshal, Sr.	20.31	21.13	21.94	22.83	23.73	

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



ORDINANCE

119874

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and Seattle Municipal Court Marshals' Guild, effective through December 31, 2001, and a Memorandum of Understanding effective through November 23, 1999, authorizing a one-time-only, lump-sum payment; and providing payment therefore.

WHEREAS, On September 23, 1998, the Seattle Municipal Court Marshals' Guild was certified as the exclusive bargaining representative of all Court Marshals and Senior Court Marshals; and

WHEREAS, said employees continued to work after September 23, 1998, on condition that the subject of their wages was 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 the Seattle Municipal Court Marshals' Guild; Now therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. 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 Memorandum of Understanding with the Seattle Municipal Court Marshals' Guild to authorize a one-time-only, lump-sum payment effective through November 23, 1999. The Memorandum of Understanding is substantially in the form attached hereto and identified as "Memorandum of Understanding by and between The City of Seattle and the Seattle Municipal Court Marshals' Guild."

Section 2. 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 the Seattle Municipal Court Marshals' Guild effective through December 31, 2001, substantially in the form attached hereto and identified as "Agreement by and between The City of Seattle and the Seattle Municipal Court Marshals' Guild" with Appendix "A" thereto setting forth rates of pay for the classes of positions listed therein effective November 24, 1999.

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



Norma McKinney/Kir tham
g:\labor\akord\SMCMGordinance.doc
1/19/2000
V #1

1 Section 3. As recommended by the Personnel Director, the salary rates for the
2 position titles within the Seattle Municipal Court Marshals' Guild bargaining unit are
3 hereby changed pursuant to "Appendix A" of the attached Collective Bargaining
4 Agreement.

5
6 Section 4. The Municipal Court is hereby authorized to use unexpended and
7 unencumbered salary funds accumulating in the Budget to pay the compensation
8 authorized herein. The Finance Director is authorized to draw and pay the warrants
9 drawn for the compensation authorized herein.

10
11 Section 5. Any act consistent with the authority and prior to the effective date of this
12 ordinance is hereby ratified and confirmed.

13
14 Section 6. This ordinance shall take effect and be in force thirty (30) days from and
15 after its approval by the Mayor, but if not approved and returned by the Mayor within
16 ten (10) days after presentation, it shall take effect as provided by Municipal Code
17 Section 1.04.020.

18
19 Passed by the City Council the 6th day of March, 2000, and
20 signed by me in open session in authentication of its passage this 6th day of
21 March, 2000.

22 Theresa C. Payer
23 President of the City Council

24
25 Approved by me this 15th day of March, 2000.

26 Paul Schell
27 Paul Schell, Mayor

28
29 Filed by me this 15th day of March, 19 2000

30 Judith E. Pippen
31 City Clerk

32
33 (SEAL)
34

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

PERSONNEL DIVISION--Legislation Procedures and Checklist
(updated 9/98)

THIS CHECKLIST MUST BE ATTACHED TO THE LEGISLATION. ALL LEGISLATION MUST GO THROUGH LORNA -- PLEASE DO NOT SEND LEGISLATION DIRECTLY TO DWIGHT'S OFFICE. HIS OFFICE WILL RETURN LEGISLATION AND WILL DELAY THE PROCESS. THANKS.

KL
PLM 1-19-99
1.

Draft Legislation. Each Unit is responsible for drafting legislation. There will be **NO RUSH** legislation. Legislation must be in Dwight's office **FOUR (4) WEEKS** prior to the targeted committee meeting, **NO EXCEPTIONS**.

While in the drafting/development stage, it is advisable that you **CONSULT** with the Law Department, the City Budget Office (only if legislation is financial in nature), and the Policy Unit in Personnel.

- Unit Contact: *LABOR RELATIONS KIM LATHAM (684-7941)*
- CBO Contact (financial nature only): *BARBARA GANGWER (615-0768)*
L. Sherron 8230
- Law Contact: *CHRISTY MADDEN (684-8610)*
- Sponsoring Council Committee: *JAN DRAGO, CHAIR (684-8801)*
FINANCE, BUDGET, & ECONOMIC DEVELOPMENT
- Requested Council Date: *Feb 16 Finance Committee Mtg*
(Do **NOT** call Council Committee: **Lorna will schedule with Council**)

KL
1/20/00
2.

Policy Staff Review. If there are no changes, Policy Staff will give legislation to Lorna for Norma's signature. **For changes, the following steps will occur:**

- Lorna will give complete package back to the originating Unit for correction(s).
- **ALWAYS USE THE DISK FOR CORRECTION(S).**
- When done, remember to save your document to your computer for your Unit's records.
- If there are **changes on the title**, make sure the blue folder label is corrected.

PLM 1-19-00
3.

Package Legislation

- ✓ • Legislation should only be prepared from the standard templates.
- ✓ • Copy legislation and attachments into a disk and place in envelope (2-hole punched and fastened)
- ✓ • Attachment(s) and back-up documents (2-hole punched and fastened)
- ✓ • Hard copy of legislation (2-hole punched and fastened)
- ✓ • Cover letter for Personnel Director's and ESD Director's signature (paper clipped in front of folder)
- ✓ • Legislation title typed on label (affixed to folder--if too long, use another label)

PLM 1-19-00
4.

✓ **Hand deliver** complete package to Lorna. She will log legislation.

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

1-29-05. ✓ **Personnel Director signs cover letter of legislation.** Lorna will call your Unit's contact person for pick-up of signed legislation. Originating Unit staff copies legislation and distributes to: (a) Unit's file; (b) advance copies and attachment(s) to appropriate offices. There will be **NO ADVANCE** copies delivered to City Council, Law, and/or CBO. This is the reason for the **FOUR (4) WEEKS** deadline to Dwight.

1-21-06. ✓ **Contact Lorna when ready for delivery to Dwight's Office.** She will E-mail his Assistant notifying her that a legislation is on its way for Dwight's signature. A signed copy of the legislation cover memo will be sent Lorna. (Please do NOT call Dwight's Office looking or wanting a signed copy.) Lorna is responsible for forwarding the signed copy to the originating Unit for their files. Dwight's Office will forward legislation to OMP.

IF CBO OR THE LAW DEPARTMENT HAS EDITS, PLEASE FOLLOW INSTRUCTIONS BELOW:

7. Originating Unit staff and/or Policy Unit staff may receive calls from COB, Law, and/or Council staff for additional clarification and/or information. From these conversations changes/corrections may occur. **STAFF MUST NOTIFY LORNA via E-Mail** with the following information:

- Who is recommending the changes/rewrites?

- Will this cause a delay for the scheduled Council presentation?

- Who is making the correction on the disk?

- Who is delivering the corrected legislation to appropriate staff?

- Where will the legislation be delivered?

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

Negotiator KIM LATHAM Admin Specialist PATTY MATTISON (233-2617)
Date JAN 19, 2000 Ordinance Title SMMC CBA ORDINANCE
Council Bill # _____ Ordinance # _____

LEGISLATION--Labor Relations' Blue Jacket Preparation Checkoff/Distribution
(Updated March 3, 1999)

- Follow Lorna's Check List for Submitting Legislation. Lorna, 4-4637.
 - 1. Deliver ordinance and cover letter to Lorna (she will route to Policy Development for review).
 - 2. ✓ Save computer files to G:\LABOR\AKORD (transmittal letter, ordinance, attachment list, fiscal note, attachments).
- Affix 4"x2" label typed exactly as first paragraph of ordinance. Entire paragraph must be included. Do not cover any printing of the jacket cover. Use 8 1/2 x 11 ordinance; Arial, 12 point font; left justified (for cover letter, also).
- 2-hole punch and assemble, top to bottom:
 - ✓ 6. (top) Ordinance
 - 5. Attachment List
 - ✓ 4. Fiscal Note
 - ✓ 3. Attachments (if any); e.g., costing, moa, mou, etc.
 - ✓ 2. Contract, if applicable
 - ✓ 1. (bottom) Envelope containing diskette of legislation only, marked "Return to Labor Relations," with our department and mail stop. File name of ordinance on envelope and diskette should correspond with file name at upper left of ordinance.
- Paper-clip the unsigned cover letter on front of blue jacket. Attach Lorna's Check List to top of packet. Obtain sign-off by Cosundra, negotiator, and Mike Schoeppach on a blue routing slip. Deliver blue jacket packet to Lorna for signing by Norma McKinney of the cover memo.
- 1-21-00 Lorna will e-mail Dively's office that legislation is being hand delivered by LR contact's support person for his signature. Dively's office will return a signed copy of cover letter to Lorna, who will then forward it to Labor Relations. **3 COPIES ORDINANCE, DOCS. 2 COPIES CONTRACT.**
- 1-21-00 Deliver to Dwight Dively via Lisa Peyer:
 - ✓ 1. Blue Jacket and original contents
 - ✓ 2. File copy without contract (inside blue jacket)
- Deliver to CBO and Law
 - ✓ 1. Advance copies (with contract) to CBO and Law (marked as "ADVANCE COPY")
 - ✓ a. City Budget Office, Barbara Gangwer, Attention: (Assigned Analyst): BARBARA GANGWER
 - ✓ b. Law Department, Marilyn Sherron, Attention: (Assigned Attorney) CHRISTY MALONEY
- **DISTRIBUTION OF COPIES after copy of signed transmittal letter and ordinance is returned from Norma's office:** Make **8 single-side copies** of cover memo stapled to ordinance; all attachments; and **5 single-side copies** of contract (if applicable).
 - ✓ 1. 1 full set to Class/Comp Analyst, Donna Cook, Linda Yuen-Leong. (with contract)
 - ✓ 2. 1 file copy to Class/Comp Supervisor, Edie Jorgensen. (without contract)
 - ✓ 3. 1 full set to Records, Julie Curtis (MOUs--only if amending a contract). (with contract)
 - ✓ 4. 1 file copy to Chrono. (without contract)
 - ✓ 5. 1 full set to negotiator. (with contract) KL & JM
 - ✓ 6. 1 full set to Cosundra Yancy. (with contract)
 - 7. 1 full set to cc's. (with contract) Names: _____
 - ✓ 8. 1 full set to Lorna Walath. (without contract)
 - ✓ 9. 1 full set (with contract and Lorna's and Labor Relations' Distribution Forms attached) to Original Contract File (Ordinances in Progress Folder). Include notation of delivery date.

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

- **FINAL, SIGNED Collective Bargaining Agreement Distribution** (Double-sided copies, unless noted otherwise) (After Ordinance is passed by Council, file copy in Bargaining Unit's Original Contract File; and distribute copy of contract and transmittal memo according to distribution directions for each individual bargaining unit's collective bargaining agreement.) See individual Bargaining Unit distribution lists:

Original, Signed CBA to Bargaining Unit's Current Contract File		
1-Single-sided (print out copy; attach signature page) to Patty for Library Binder (she will make copies for Union cabinet)	BU Department(s) Payroll Representative(s)	1-Law, Marilyn Sherron
1-Negotiator	BU Department(s) Human Resource Manager(s)	1-City Budget Office (Barbara Gangwer)
8-Fred Treadwell, David Bracilano, Pat LeMay, Kim Latham, Cosundra Yancy, LR Specialist, Legislative (Mary Denzel), Civil Service (Miriam Moses) (give to Patty for their office contract binders)	1-Seattle Public Library (Willeen Denton)	
1-Union Representative(s) (original, signed CBA)	1-Linda Yuen-Leong (Class/Comp) 1-Edie Jorgensen (Class/Comp) 1-Julie Curtis (Records) 1-Melaine Langi, TES	1-City Clerk (original, signed CBA)

p:\m\g\labor\akord\forms\lrrddistributionsteps.doc//03/03/99 9:45 AM

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

STATE OF WASHINGTON - KING COUNTY

116255
City of Seattle, City Clerk

-SS-

No. ORD. TITLES 0

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on March 8, 2000, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 454-2344.

ORDINANCE NO. 119873

AN ORDINANCE relating to the Police Department abrogating the Community and Information Services Director's position in the Police Department; establishing a sworn Police Community Partnership Director's position in the public safety civil service; and ratifying a memorandum of agreement supplementing a collective bargaining agreement between the City of Seattle and the Seattle Police Management Association concerning that new position; all by a two-thirds vote of the City Council.

ORDINANCE NO. 119874

AN ORDINANCE authorizing execution of a Collective Bargaining Agreement between the City of Seattle and Seattle Municipal Court Marshals' Guild, effective through December 31, 2001, and a Memorandum of Understanding effective through November 23, 1999, authorizing a one-time-only, lump-sum payment; and providing payment therefor.

ORDINANCE NO. 119875

AN ORDINANCE relating to the Police Department; authorizing the execution of an agreement in the amount of Three Hundred Thousand Dollars (\$300,000) with the Office of Juvenile Justice and Delinquency Prevention for enhanced investigation and response to Internet crimes against children; accepting the money when received; increasing the 2000 Budget of the Police Department by making a reimbursable appropriation; ratifying and confirming prior acts; and establishing positions in the public safety civil service; all by a three-fourths vote of the City Council.

ORDINANCE NO. 119876

AN ORDINANCE relating to the Cumulative Reserve Subfund; abandoning certain unspent Capital Improvement Program appropriations; and reappropriating funds from various Cumulative Reserve Subfund subaccounts.

ORDINANCE NO. 119877

AN ORDINANCE authorizing an expenditure from the Judgment/Claims Fund to be reimbursed by the Solid Waste Fund to settle the claim of Su Oh Lee (C-65114), all by a two-thirds vote of the City Council.

ORDINANCE NO. 119879

AN ORDINANCE authorizing the Executive Services Director to execute an amendment to a lease agreement with LIT Corporation, a Washington Corporation, for office space in the Pacific Building at 720 Third Avenue in Seattle.

ORDINANCE NO. 119880

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Affidavit Date of official publication in Daily Journal of Commerce, Seattle, March 25, 2000. 3/25/2000

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:119873-119880

was published on

03/25/00

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

03/27/00

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.