Ordinance No. 122657

Council Bill No. 116165

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 to be effective through December 31, 2010; establishing new titles and/or new salaries; and providing payment therefor.

CF No. _____

Date Introduced: 03-24-08		
Date 1st Referred: 03-24-08	To: (committee) Full Council	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 3-31-08	Full Council Vote: 9-0	
Date Presented to Mayor: 4-1-08	Date Approved: 4.4.08	
Date Returned to City Clerk: 4.7.08	Date Published: 7	T.O. X F.T. ___
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____ Councilmember

Committee Action:

3-31-08 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

Mark McDermott/David Bracilano/sb
PERS Local 17 CBA 2008-10 ORD
March 11, 2008
Version # 1

ORDINANCE 122657

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 to be effective through December 31, 2010; establishing new titles and/or new salaries; and providing payment therefor.

WHEREAS, the collective bargaining agreement between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17, as the representative of Professional, Senior Professional, Technical, Senior Business and Administrative Support units, expired on December 31, 2007; and

WHEREAS, collective bargaining between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 has led to an agreement concerning wages, healthcare benefits, salary adjustments, retirement benefits and other conditions of employment as specified in the Collective Bargaining Agreement; and

WHEREAS, Ordinance No. 122551 conditionally authorized the Mayor to sign and/or execute collective bargaining agreements that are consistent with the Tentative Agreement attached to that ordinance; 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, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the collective bargaining agreement between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 to be effective through December 31, 2010, substantially in the form attached hereto as Attachment 1 and identified as "Agreement by and between the City of Seattle and International Federation of Professional and Technical Engineers, Local 17, AFL-CIO Units: Professional, Technical, Senior Business, Senior Professional

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Administrative Support," provided that the Collective Bargaining Agreement has been ratified by the Union which is a party to the agreement being signed.

Section 2. Collective bargaining between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 led to an agreement creating new pay title classifications. The following job titles and rates of pay are established as shown, effective as of the dates shown and pay authorized back to effective dates:

Department:	Police
Title:	Identification Data Specialist
Salary Range:	$19.39- $20.06 - $20.85 - $21.60
Effective:	December 26, 2007
Department:	Human Services
Title:	Fair Hearing Coordinator Counselor
Salary Range:	$23.86 - $24.77 - $25.75 - $26.73 - $27.77
Effective:	October 15, 2006

Additionally, the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 agreed upon wage adjustments to certain titles, effective as of the dates shown in Attachment 2, identified as "International Federation of Professional and Technical Engineers, Local 17 Wage Adjustment Summary."

Section 3. The heads of employing units and or their designees are hereby authorized to use unexpended and unencumbered salary funds accumulating in their budgets to pay the compensation authorized in the attached Collective Bargaining Agreement.

Section 4. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 31st day of March, 2008, and signed by me in open session in authentication of its passage this 31st day of March, 2008.

President _____ of the City Council

Approved by me this 4th day of April, 2008.

Gregory J. Nickels, Mayor

Filed by me this 7th day of April, 2008.

City Clerk

(Seal)

Attachment 1: Agreement by and between the City of Seattle and International Federation of Professional and Technical Engineers, Local 17, AFL-CIO Units: Professional, Technical, Senior Business, Senior Professional Administrative Support

Attachment 2: International Federation of Professional and Technical Engineers, Local 17 Wage Adjustment Summary

2008 CITY CLERK

AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL

ADMINISTRATIVE SUPPORT

Effective January 1, 2008, through December 31, 2010

Attachment 1

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL #17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, the Executive has authority over all wage and wage-related issues, while the Judicial has authority over all non-wage and non-wage related issues. All wage and wage-related provisions of this Agreement apply to Seattle Municipal Court employees. All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees only to the extent they are agreed to by the Presiding Judge of Seattle Municipal Court in Appendix F.

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ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that when the City recruits externally to fill vacant positions, the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

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ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

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

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

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

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

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

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G. The terms "*temporary employee*" and "*temporary worker*" shall be defined to include both temporary and less than half-time employees and means a person who is employed in:

1. An interim assignment(s) of up to one year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. An interim assignment for short-term replacement of a regular employee of up to one year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one but less than three years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

H. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;

2. Term-limited assignments starting with the first day and for the duration of the assignment; or,

3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

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2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 24 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall

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give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

B. Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendices covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 9.9.B, 9.9.D and 9.9.E.

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C. Premiums Applicable To Temporary Employees Who Are Not in Benefits-Eligible Assignments - 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 unless the employee is in a benefits-eligible assignment:

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 eight hundred [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.

D. 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 2.7K. 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.

E. The premium pay in Section 2.7C 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.

F. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the

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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, as 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, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their 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.

G. Holiday Work for Non-Benefits-Eligible Temporary Employees - 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 their regular straight-time hourly rate of pay for hours worked during their 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.

H. Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as he or she remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

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4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

I. Non-Benefits-Eligible Temporary Employee Unpaid Leave.--A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) 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, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

K. 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 2.7C 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 2.7C 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

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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 2.7C 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 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

M. The premium pay provisions set forth within Section 2.7C 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 (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

N. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted 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 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but less than six (6) months.

2. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two weeks for the purpose of discussing the status of filling the vacant position prior to one year.

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3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

O. 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 their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.

Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

R. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

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ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the 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 department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.

3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or

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automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

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ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

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

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4 Any performance standards used to measure the performance of employees shall be reasonable.

4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do

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so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

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ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are conditionally exempted from the Administrative Support Unit or who occupy "*grandfathered* " bargaining unit positions per Attachments B, C, or D of the Letter of Agreement effective October 1, 1992, which resolved PERC Case No. 6915-C-87-367) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

A temporary employee may, in lieu of the Union membership requirements set forth in this Article, pay a Union service fee in an amount equivalent to the regular dues of the Union for all hours worked (based on gross straight-time earnings, including premium pay) within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and intake fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee

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for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

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5.6 On or about May 1 of each calendar year, the City will provide the Union with a current listing of all employees within its bargaining unit.

Attachment 1

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ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City 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. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.9.

6.2 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 unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City 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 City official convening the meeting.

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

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

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

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

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Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, 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 Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

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The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

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

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

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

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 twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of

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notification from the ADR Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

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 their 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.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

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

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

5. 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.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the

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grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.7 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 twenty (20) business days or less prior to the initial filing of the grievance.

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

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

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

6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

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The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

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ARTICLE 7 - WORK STOPPAGES

7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union 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 City 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 City; including but not limited to the recovery of any financial losses suffered by the City.

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ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior

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to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

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

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

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

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.

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

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

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

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

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

H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

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

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

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

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

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

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ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.

9.2 Effective December 26, 2007, rates of pay shall be according to Appendices A through E which include a 3.8% increase.

9.3 Effective January 7, 2009, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2006 through June 2007 to the period August 2007 through June 2008.

9.4 Effective January 6, 2010, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2007 through June 2008 to the period August 2008 through June 2009.

9.4.1 In the event the "*Consumer Price Index*" becomes unavailable for purposes of computing any one (1) of the above-mentioned 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.

9.4.2 For 2009 and 2010, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

9.5 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.

9.6 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

9.7 A. Every position in the bargaining unit shall be classified at the direction of the Personnel Director and allocated to its appropriate class in accordance with the

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character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and

3. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Personnel Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any specification "*and to perform related work as required*" shall be liberally construed.

9.8 A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.

B. When a position is reclassified to a class of a higher level, the Personnel Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Personnel Director finds:

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1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Personnel Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.

D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Personnel Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Personnel Director, they may remain in the reclassified position for a temporary period as limited by the Personnel Director only until transferred to another position in the class in which they have regular standing.

9.9 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.

B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.7O; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment

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in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed;*" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

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ARTICLE 10 - EMPLOYMENT PROCESS

10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

10.1.2 Exceptions to the requirement in 10.1 are:

A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);

B. Fill from a Reversion Recall List (Section 8.4F);

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

10.1.3 The Personnel Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

10.2 The Personnel Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.

10.3 The Personnel Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Personnel Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

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10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.

10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

10.6 The Personnel Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

10.7 The Personnel Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Personnel Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development

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of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Personnel Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Personnel Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

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ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Technical Unit and Administrative Support Unit

A. 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 higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 Professional Unit

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 higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

11.3 Senior Professional Unit

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 higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.4 Senior Business Unit

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 higher position are clearly outside the scope of the employee's regular

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classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

Employees covered by this Agreement 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 their primary class, across Union jurisdictional lines, with no change to their 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.

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they 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.

11.7 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 their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

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 their department head for retroactive payment of out-of-class pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.8 The City 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 City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) 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

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

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ARTICLE 12 - ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

12.3 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.

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

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance 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 maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.

12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee 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.

12.7 The minimum vacation allowance to be taken by an employee shall be in one (1) hour increments or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.

12.9 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.

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

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

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

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ARTICLE 13 - HOLIDAYS

13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

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 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

13.1.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) or
2. Are accruing vacation at a rate of .0615 or greater (article 12.12)

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

13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the

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employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.

13.4 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. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.

13.5 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 or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13.6 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.

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ARTICLE 14 – LEAVES AND VEBA

14.1 A. Sick Leave - 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 City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

1. Illness or injury that prevents the employee from performing their regular duties.

2. Disability of the employee due to pregnancy and/or childbirth.

3. Employee medical or dental appointments.

4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.

5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.

6. 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.

B. For calendar years 2008, 2009 and 2010 upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. 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.

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Employees who are eligible to retire during the term of this contract shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retire members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, shall either:
   a. place their sick leave cashout at 35% into their VEBA account, or
   b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

   Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.

2. **If the eligible-to-retire members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

   a. Members can cash out their sick leave balance at 35% and deposit

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those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or

b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

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

C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City'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 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

14.2 Change in position or transfer to another 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.

14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Personnel Director or their 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 their 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 their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

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14.4 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 their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

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, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided 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 their return to duty. However, if they are absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. Each supervisor and foreman shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

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

E. 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

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leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

14.6 Industrial Injury or Illness

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

B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.

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

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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 their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under 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 14.6A. 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 14.6A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the 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 14.6A.

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.

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NOTE: The parties agree that either may reopen for negotiation the terms and conditions of Section 14.6 of this Article.

14.7 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 or for bereavement purposes 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 therefore, 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 leave for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "*relative other than a close relative*" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

14.8 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "*household*" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee.

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

14.9 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

14.10 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

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Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

14.11 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.

C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

14.12 Pay for Deployed Military

A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

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ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE

15.1 Effective January 1, 2008, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2008, 2009, and 2010, 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 15.1 or similar programs as determined by the Labor-Management Health Care Committee.

15.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

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

A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

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B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) 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 City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2010, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

15.4 Long-term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

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

15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant

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Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

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ARTICLE 16 - RETIREMENT

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

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ARTICLE 17 - UNION REPRESENTATIVES

17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.

17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

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Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

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ARTICLE 18 - SAFETY STANDARDS

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

18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

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ARTICLE 19 - HOURS OF WORK AND OVERTIME

I. Professional, Technical, and Administrative Support Units

19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.4 All work performed in excess of the 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 hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.

2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours

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or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "*pay off*" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

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

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

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19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee's normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.

2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.

3. Hours worked beyond eighty (80) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

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B. Compensatory Time Off In Lieu Of Overtime Pay

1. Compensation for overtime work, by mutual agreement of the City and the employee, may be in compensatory time off in an amount equal to one and one-half (1-1/2) times the number of hours worked.

2. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.

3. A written record of compensatory time earned and used shall be maintained by the City.

4. Compensatory time may be accumulated up to a maximum of forty (40) hours. Additional overtime earned shall be paid at the prescribed rate.

5. Compensatory time must be used within one (1) year of the time it is earned or the overtime will be paid by warrant.

II. Senior Professional Unit

19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.

19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.

19.14 Employees covered by this Agreement shall be provided a meal time that shall not exceed one (1) hour.

19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.

19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

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19.17 Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

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

19.18 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.19 An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.

19.20 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

III. Senior Business Unit

19.21 Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.

19.22 The work week shall consist of forty (40) hours of work within a five (5) day period.

19.23 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

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19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

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

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

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked;

   b. The availability of reasonably priced eating establishments at that time.

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

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

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

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19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

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

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

D. Holidays shall be granted in accordance with Article 13 of this Agreement.

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

F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

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

1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.

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

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

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NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

19.29 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

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ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

20.1 Transfer:

A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.

B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Personnel Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

   A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

   An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

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4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.

6. The Personnel Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction:

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Personnel Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to their former status.

20.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

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20.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees *;

4. Trial service employees * (who cannot be reverted in accordance with Section 8.4B); or

5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.

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D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

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6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

20.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

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a. Jury duty;

b. Disability incurred in line of service;

c. Illness or disability compensated for under any plan authorized and paid for by the City;

d. Service as a representative of a Union affecting the welfare of City employees;

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

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

2. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

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

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ARTICLE 21 - BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

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ARTICLE 22 - GENERAL CONDITIONS

22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars ($75.00) per month for all miles traveled from 01 to 149 miles and shall receive Fifty point Five Cents ($.505) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Fifty point Five Cents ($.505) per mile.

22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 149, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing $75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars ($30.00) per month while so assigned in lieu of the above mileage payment.

22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday.

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Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.

22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.

22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.

22.7 Effective January 1, 2008, the City agrees to increase the current $15/month transit pass subsidy by $15/month for a total transit pass subsidy of $30/month.

Effective January 1, 2009, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass.

22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

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22.8 Bridge Operators

A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.

B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.

C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.

D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.

E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents ($.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents ($.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are

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being operated from the same location on a permanent basis until the operator's probationary period is completed.

G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.

H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any work day or forty (40) hours in a payroll week.

I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

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

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

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D. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars ($20.00) a month for parking during working hours only, or Twenty-five Dollars ($25.00) a month for parking during working hours and all other hours.

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

SWING SHIFT	GRAVEYARD SHIFT
$.60 per hour	$1.00 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

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

22.12 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 (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

1. By payroll deductions spread over two (2) pay periods; or

2. By payments from the employee spread over two (2) pay periods.

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B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

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

22.13 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22.14 Meal Reimbursement While on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

22.15 Public Disclosure Request - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6 Grievance Procedure.

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ARTICLE 23 - DISCIPLINARY ACTIONS

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

23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.

23.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

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ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union 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 Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

24.2 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

24.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

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Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

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ARTICLE 25 - SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

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

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ARTICLE 26 - SAVINGS CLAUSE

26.1 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.

26.2 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 City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

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ARTICLE 27 - ENTIRE AGREEMENT

27.1 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.

27.2 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.

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ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall become effective upon execution by both parties or January 1, 2008, whichever is later, and shall remain in effect through December 31, 2010. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2010. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

DNS CITY CLERK

28.2 In the event that negotiations for a [illegible] existing Agreement.

Signed this _____ day of _____, 2008

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

_____
Joseph L. McGee, Executive Director

_____
Adrienne Thompson, Union Representative

_____
Diana Douglas, Union Representative

_____
Patricia Kieval, Union Representative

_____
Guadalupe Peréz, Union Representative

_____
Bargaining Committee Member

_____
Bargaining Committee Member

_____
Bargaining Committee Member

_____
Bargaining Committee Member

Signed this _____ day of _____, 2008

CITY OF SEATTLE
Executed under authority of
Ordinance #_____ and
Ordinance #_____.

_____
Gregory J. Nickels, Mayor

_____
Director of Labor Relations

_____
City Representative

_____
City Representative

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City Representative

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City Representative

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City Representative

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City Representative

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City Representative

CITY CLERK

Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative

ENS CITY CLERK

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix A

Professional Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	23.54	24.49	25.38	26.38	27.42
Capital Projects Coordinator	31.54	32.80	34.14	35.45	36.85
Capital Projects Coordinator, Assistant	29.31	30.42	31.54	32.80	34.14
Capital Projects Coordinator, Senior	36.16	37.66	39.11	40.65	42.18
Civil Engineer, Assistant I			25.31	26.33	27.36
Civil Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Civil Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Civil Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Communications Engineer, Associate	30.68	31.92	33.16	34.48	35.79
Counselor	23.28	24.16	25.13	26.08	27.09
Counselor – Fair Hearing Coordinator	25.61	26.58	27.64	28.69	29.80
Crime Prevention Coordinator	25.59	26.59	27.63	28.74	29.88
Electrical Engineer, Assistant I			25.31	26.33	27.36
Electrical Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Electrical Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Electrical Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Energy Research & Evaluation Analyst	30.43	31.54	32.80	34.12	35.44
Environmental Analyst, Associate	28.74	29.88	30.98	32.19	33.44
Environmental Analyst, Senior	32.80	34.12	35.44	36.84	38.22
Graphic Arts, Supervisor	24.85	25.76	26.81	27.84	29.02

CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5
Information Technology Specialist	24.16	25.13	26.08	27.09	28.17
Information Technology Programmer Analyst	27.63	28.74	29.88	30.98	32.19
Information Technology Programmer Analyst-Special	27.84	29.02	30.13	31.31	32.53
Information Technology Systems Analyst	29.34	30.43	31.54	32.80	34.12
Landscape Architect	30.43	31.54	32.80	34.12	35.44
Materials Engineer	30.68	31.92	33.16	34.48	35.79
Materials Engineer, Associate	30.68	31.92	33.16	34.48	35.79
Mechanical Engineer, Assistant I			25.31	26.33	27.36
Mechanical Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Mechanical Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Mechanical Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Mechanical Plans Engineer	31.54	32.80	34.12	35.44	36.84
Mechanical Plans Engineer, Entry	29.88	30.98	32.19	33.44	34.77
Methods Analyst, Assistant	23.49	24.40	25.31	26.33	27.36
Methods Analyst, Associate	27.36	28.39	29.52	30.68	31.92
Photographic Services, Supervisor	26.93	27.97	29.07	30.21	31.42
Photography/Reprographics, Supervisor	26.93	27.97	29.07	30.21	31.42
Planner, Assistant I	23.49	24.40	25.31	26.33	27.36
Planner, Assistant II	25.76	26.81	27.84	29.02	30.13
Planner, Associate	30.68	31.92	33.16	34.48	35.79
Planning Analyst, Assistant	23.49	24.40	25.31	26.33	27.36
Power Analyst	30.68	31.92	33.16	34.48	35.79
Property Management Specialist	34.77	36.12	37.47	38.95	40.36
Real Property Agent, Senior	34.51	35.90	37.31	38.79	40.25
Registered Nurse Consultant	27.59	28.66	29.78	30.94	32.19
Structural Plans Engineer	34.70	36.08	37.53	38.98	40.52
Structural Plans Engineer, Entry	29.88	30.98	32.19	33.44	34.77

EMS CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner, Associate	30.43	31.54	32.80	34.12	35.44
Transportation Planner, Assistant			25.13	26.08	27.09
Urban Design Planner	30.68	31.92	33.16	34.48	35.79
Water Quality Analyst	25.59	26.59	27.63	28.74	29.88
Water Quality Analyst, Senior	27.63	28.74	29.88	30.98	32.19
Water Quality Analyst, Supervisor	29.88	30.98	32.19	33.44	34.77

* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

EDMS CITY CLERK

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix B

Technical Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	30.68	31.92	33.16	34.46	35.79			
Appraiser, Senior	33.44	34.77	36.12	37.47	38.95			
Aquarium Exhibits Designer	22.85	23.75	24.63	25.59	26.59			
Aquatic Center Coordinator	24.74	25.70	26.72	27.74	28.84			
Aquatic Center Coordinator, Assistant	22.49	23.40	24.31	25.21	26.19			
Bridge Maintenance General, Supervisor	28.45	29.58	30.81	31.96	33.12			
Bridge Operations Crew Chief				26.59	28.74			
Bridge Operations General, Supervisor***			30.81	31.96	33.17			
Bridge Operator			21.41	22.28	23.09			
Bridge Operator, Senior			22.61	23.45	24.37			
Cartographer	24.81	25.76	26.73	27.78	28.80			
Cartographer, Senior	26.81	27.84	29.02	30.13	31.31			
Civil Engineering Specialist, Assistant I	22.42	23.28	24.16	25.13	26.08			
Civil Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Civil Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Civil Engineering Specialist, Associate	29.37	30.51	31.66	32.90	34.20			
Civil Engineering Technician	19.07	19.81	20.55	21.35	22.24			
Civil Rights Analyst	25.62	26.59	27.58	28.69	29.77			
Commercial Vehicle Enforcement Officer	23.05	23.94	24.85	25.76	26.81			
Community Service Center Coordinator	25.15	26.11	27.09	28.17	29.29			

EMS CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Service Center, Supervisor	29.78	31.01	32.24	33.47	34.75			
Community Service Representative	23.31	24.19	25.15	26.11	27.09			
Contracts and Concessions, Assistant	22.85	23.75	24.63	25.59	26.59			
Credit Representative	22.00	22.87	23.74	24.66	25.58			
Credit Representative, Senior	23.93	24.88	25.86	26.82	27.86			
Current Diversion Coordinator	28.17	29.34	30.43	31.54	32.80			
Dining Room Attendant	12.62	13.14	13.55	14.02	14.65			
Dining Room Attendant, Senior	13.80	14.32	14.90	15.45	16.06			
Drainage and Wastewater Specialist	29.25	30.39	31.62	32.87	34.09			
Electrical Engineering Design Specialist, Assistant II	26.33	27.36	28.39	29.52	30.68			
Electrical Engineering Design Specialist, Assistant III	28.39	29.52	30.68	31.92	33.16			
Electrical Engineering Specialist, Assistant I	22.24	23.05	23.94	24.85	25.76			
Electrical Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Electrical Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Electrical Engineering Specialist, Associate	29.37	30.51	31.66	32.90	34.20			
Electrical Service Representative	25.14	26.10	27.14	28.17	29.26			
Electrical Service Representative, Senior	27.14	28.17	29.26	30.42	31.69			
Employment Program Specialist (excluding position in the Personnel Department)	22.42	23.28	24.16	25.13	26.08			
Energy Conservation Representative	22.24	23.05	23.94	24.85	25.76			
Energy Conservation Representative, Senior	23.94	24.85	25.76	26.81	27.84			
Engineering Aide	19.81	20.55	21.35	22.24	23.05			
Environmental Field Specialist	21.97	22.85	23.75	24.63	25.59			
Environmental Field Specialist, Senior	23.75	24.63	25.59	26.59	27.63			
Environmental Field, Supervisor	25.59	26.59	27.63	28.74	29.88			
Exhibits Design Coordinator	24.85	25.76	26.81	27.84	29.02			
Field Engineering Technician			20.55	21.35	22.24			

CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Graphic Aide	16.29	16.92	17.56	18.28	18.94			
Graphic Arts Designer	22.85	23.75	24.63	25.59	26.59			
Housing/Zoning Inspector	26.08	27.09	28.17	29.34	30.43			
Housing/Zoning Inspector, Senior	27.63	28.74	29.88	30.98	32.19			
Housing/Zoning Inspector, Supervisor	30.43	31.54	32.80	34.12	35.44			
Housing/Zoning Technician	20.00	20.74	21.59	22.42	23.28			
Housing/Zoning Technician, Senior	21.97	22.85	23.75	24.63	25.59			
Identification Technician	24.19	25.11	26.07	27.07	28.15			
Information Technology Technical Support	19.68	20.36	21.18	21.97	22.85			
Information Technology Technician	21.59	22.42	23.28	24.16	25.13			
Inspection Support Analyst	27.63	28.74	29.88	30.98	32.19			
Land Use Planner I	28.17	29.34	30.43	31.54	32.80			
Land Use Planner II	29.88	30.98	32.19	33.44	34.77			
Land Use Planner III	32.19	33.44	34.77	36.12	37.47			
Land Use Planner IV	34.12	35.44	36.84	38.22	39.67			
Landscape Designer			25.31	26.33	27.36			
Mail Courier	14.00	14.48	15.10					
Mail Courier, Lead	14.48	15.10	15.67	16.26	16.88			
Materials Standards Specialist, Senior	27.36	28.39	29.52	30.68	31.92			
Mechanical Engineering Specialist, Assistant I	22.24	23.05	23.94	24.85	25.76			
Mechanical Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Mechanical Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Meter Reader	17.54	18.38	19.12	19.89	20.67			
Meter Reader, Senior	20.67	21.50	22.39	23.27	24.22			
Neighborhood District Coordinator	28.74	29.88	30.98	32.19	33.44			
Neighborhood District Coordinator, Supervisor	31.54	32.80	34.12	35.44	36.84			
Parking Meter Repair Crew Chief	28.89	30.11	31.21					

CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parking Meter Repairer	22.83	23.78	24.66					
Parking Meter Repairer, Senior	24.66	25.59	26.62					
Parking Supervisor	19.68	20.36	21.18	21.97	22.85			
Permit Specialist	26.08	27.09	28.17	29.34	30.43			
Permit Specialist I	24.63	25.59	26.59	27.63	28.74			
Permit Specialist II	26.59	27.63	28.74	29.88	30.98			
Permit Specialist Entry	23.28	24.16	25.13	26.08	27.09			
Permit Specialist Senior**								
Permit Specialist, Supervisor	28.74	29.88	30.98	32.19	33.44			
Permit Specialist Trainee	18.54	19.64	20.69	21.75	22.85	23.93	24.98	25.99
Permit Technician	21.59	22.42	23.28	24.16	25.13			
Permit Technician Entry		19.31	20.00	20.74	21.59			
Permit Technician, Senior	23.28	24.16	25.13	26.08	27.09			
Photographer	22.25	23.15	24.03	24.97	25.96			
Photographer, Senior	24.97	25.96	26.93	27.97	29.07			
Power Analyst, Assistant	24.81	25.76	26.73	27.78	28.80			
Program Intake Representative	21.19	21.97	22.86	23.79	24.66			
Property Rehabilitation Specialist	25.56	26.52	27.55	28.68	29.85			
Property Rehabilitation, Supervisor			29.88	30.98	32.19			
Real Property Agent	28.98	30.15	31.32	32.65	33.89			
Real Property Records, Supervisor	21.59	22.42	23.28	24.16	25.13			
Recreation Program Coordinator	25.59	26.59	27.63	28.74	29.88			
Recreation Program Specialist	21.97	22.85	23.75	24.63	25.59			
Recreation Program Specialist, Senior	24.16	25.13	26.08	27.09	28.17			
Recreation Programmer	19.31	20.00	20.74	21.59	22.42			
Research and Evaluation Assistant*	22.42	23.28	24.16	25.13	26.08			
Security Programs Specialist	26.59	27.63	28.74	29.88	30.98			

EMS CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Site Developer Inspector	30.98	32.19	33.44	34.77	36.12			
Social Services Aide	16.61	17.19	17.96	18.58	19.31			
Solid Waste Field Representative I	23.54	24.44	25.37	26.39	27.39			
Solid Waste Field Representative II	26.05	27.05	28.07	29.17	30.25			
Solid Waste Field Representative, Lead	28.15	29.23	30.48	31.64	32.87			
Solid Waste Field Representative, Supervisor	30.48	31.64	32.87	34.16	35.50			
Supply and Inventory Technician	19.31	20.00	20.74	21.59	22.42			
Survey Party Chief	24.85	25.76	26.81	27.84	29.02			
Survey Party Chief, Assistant	22.24	23.05	23.94	24.85	25.76			
Survey Party Chief, Senior	26.81	27.84	29.02	30.13	31.31			
Surveyor, Assistant	19.81	20.55	21.35	22.24	23.05			
Title Examiner			21.59	22.42	23.28			
Title Records Technician	17.19	17.96	18.58	19.31	20.00			
Title Records Technician, Senior			19.31	20.00	20.74			
Tree Trimming Representative					26.56			
Utility Assistance Coordinator	22.42	23.28	24.16	25.13	26.08			
Utility Assistance, Supervisor	27.63	28.74	29.88	30.98	32.19			
Utility Service Representative	24.44	25.37	26.39	27.39	28.45			
Water Laboratory Assistant	15.38	15.96	16.61	17.19	17.96			
Water Laboratory Technician	18.35	19.05	19.83	20.54	21.34			
Watershed Inspector	23.49	24.47	25.36	26.33	27.33			
Watershed Inspector, Senior	26.58	27.64	28.69	29.80	30.98			
Watershed Resources Technician	26.21	27.26	28.29	29.39	30.55			
Water System Operator	29.39	30.55	31.83	33.01	34.21			

* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Engineering/Seattle Transportation/SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

ORIGINAL CITY CLERK

** City recognized the Union for this title. If positions are created the salary will have to be negotiated.

*** The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid $1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

CITY CLERK

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix C

Senior Business Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	20.74	21.59	22.42	23.28	24.16
Customer Service Representative, Supervisor	23.12	24.01	24.91	25.89	26.92
Electrical Service Representative, Supervising	30.42	31.69	32.87	34.07	35.43
Meter Reader, Supervisor	23.27	24.22	25.19	26.18	27.22
Utility Account Representative Supervisor I	25.59	26.59	27.65	28.75	29.92
Utility Account Representative Supervisor II	27.65	28.75	29.92	31.03	32.19
Utility Accounts, Supervisor	24.63	25.59	26.59	27.63	28.74
Utility Collection Supervisor, Assistant	23.28	24.16	25.13	26.08	27.09

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INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix D

Senior Professional Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	34.12	35.44	36.84	38.22	39.67
Civil Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Civil Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Civil Engineering Specialist, Senior		34.41	35.79	37.13	38.55
Civil Engineering Specialist, Supervisor		36.06	37.44	38.83	40.36
Contract Payments, Supervisor	34.48	35.79	37.17	38.66	40.12
Economist, Senior	34.12	35.44	36.84	38.22	39.67
Electrical Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Electrical Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Electrical Engineering Specialist, Senior		34.41	35.79	37.13	38.55
Electrical Engineering Specialist, Supervisor		36.06	37.44	38.83	40.36
Electrical Power Systems Engineer	40.73	42.51	44.29	46.07	47.82
Electrical Power Systems Engineer, Principal	42.28	44.14	45.96	47.80	49.63
Electrical Power Systems Engineer, Principal - Premium	46.50	48.54	50.56	52.57	54.60
Electrical Power Systems Engineer - Premium	44.15	46.06	47.98	49.90	51.83
Electrical Power Systems Engineer, Principal - Merit	51.47	53.31			
Electrical Power Systems Engineer, Principal - Premium Merit	56.62	58.66			
Electrical Power Systems Engineer - Merit	48.85	50.59			
Electrical Power Systems Engineer - Premium Merit	53.73	55.65			
Electrical Service Engineer	34.48	35.79	37.17	38.66	40.12

EDS CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5
Geo-Technical Engineer	33.44	34.77	36.12	37.47	38.95
Landscape Architect, Senior	34.12	35.44	36.84	38.22	39.67
Mapping Supervisor	34.48	35.79	37.17	38.66	40.12
Materials Engineer, Senior	37.38	38.80	40.30	41.90	43.49
Materials/GeoTechnical Engineering, Supervisor	37.38	38.80	40.30	41.90	43.49
Mechanical Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Mechanical Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Mechanical Plans Engineer, Senior	38.25	39.73	41.22	42.84	44.40
Mechanical Plans Engineer, Supervisor	40.81	42.34	44.01	45.60	47.35
Permit Process Leader	34.12	35.44	36.84	38.22	39.67
Power Analyst, Senior	34.48	35.79	37.17	38.66	40.12
Power Resource Engineer, Senior	34.48	35.79	37.17	38.66	40.12
Structural Plans Engineer, Senior	38.25	39.73	41.22	42.84	44.40
Structural Plans Engineer, Supervisor	40.81	42.34	44.01	45.60	47.35
Surveyor, Chief	34.48	35.79	37.17	38.66	40.12

EMS CITY CLERK

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant		16.29	16.92	17.56	18.28	
Accounting Technician I		17.96	18.58	19.31	20.00	
Accounting Technician II		19.31	20.00	20.74	21.59	
Accounting Technician III		21.18	21.97	22.85	23.75	
Accounting Technician, Supervisor		22.85	23.75	24.63	25.59	
Administrative Specialist I		17.96	18.58	19.31	20.00	
Administrative Specialist II		19.31	20.00	20.74	21.59	
Administrative Specialist III		20.74	21.59	22.42	23.28	
Administrative Support Assistant		16.29	16.92	17.56	18.28	
Administrative Support, Supervisor		21.97	22.85	23.75	24.63	
Admissions Personnel Dispatcher		19.19	19.89	20.67	21.37	
Cashier	12.84	13.24	13.70	14.29	14.83	
Customer Service Representative		19.51	20.31	21.02	21.86	
Customer Service Representative, Senior		21.02	21.86	22.70	23.56	
Customer Service Representative, Trainer		20.42	21.18	22.01	22.88	
Electrical Sales Order Processor		17.56	18.28	18.94	19.68	
Identification Data Specialist		19.39	20.06	20.85	21.60	
Information and Referral Specialist		17.96	18.58	19.31	20.00	

SFS CITY CLERK

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Aide			13.24	13.70	14.29	
Office Assistant	13.70	14.29	14.83	15.38	15.96	
Office Equipment Operator		16.29	16.92	17.56	18.28	
Parks Special Events Scheduler	20.00	20.74	21.59	22.42	23.28	
Parks Special Events Scheduler, Senior	21.59	22.42	23.28	24.16	25.13	
Police Data Technician		19.92	20.70	21.45	22.23	
Police Data Technician, Senior		21.09	21.82	22.70	23.55	
Police Data Technician, Supervisor		23.55	24.49	25.46	26.41	
Police Data Technician Trainee		16.92	17.56	18.28	18.94	
Retirement Specialist, Assistant		18.94	19.68	20.36	21.18	
Training and Education Coordinator, Assistant***	20.36	21.18	21.97	22.85	23.75	
Utility Account Representative I	20.06	20.74	21.59	22.41	23.29	24.22
Utility Account Representative II	21.59	22.41	23.29	24.22	25.19	26.21
Utility Account Representative Trainee	18.54	19.31				

Section 2. The scope of the Administrative Support bargaining unit includes only the following departments:

Finance**
City Light
Department of Planning and Development
Seattle Department of Transportation
Fire
Fleets and Facilities
Office of Housing
Human Services
Office of Civil Rights
Neighborhoods
Parks and Recreation
Police
Retirement System
Seattle Center
Seattle Public Utilities

ENS CITY CLERK

** Applicable to only those positions as mutually agreed to by Memorandum of Agreement, dated March 26, 2002.

*** The scope of Union representation for the title of Assistant Training and Education Coordinator is limited to positions in the Fire Department.

CITY CLERK

SEATTLE MUNICIPAL COURT
and
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix F

This Appendix expresses the agreement between the International Federation of Professional and Technical Engineers, Local 17 and the Seattle Municipal Court (with authority pursuant to General Rule 29), where the Judicial retains authority and responsibility for non wage related matters for employees covered by this agreement.

All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees for the duration of this collective bargaining agreement.

Disputes between the Seattle Municipal Court and the City of Seattle as to whether a particular subject is a non-wage related matter or a wage related matter will be submitted by the Seattle Municipal Court and the City of Seattle to a qualified and mutually agreed upon arbitrator for resolution.

Signed this _____ day of _____, 2008.

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO	SEATTLE MUNICIPAL COURT
Joseph L. McGee, Executive Director	Ron Mamiya, Presiding Judge
Adrienne Thompson, Union Representative	Julie McCarty, Labor Negotiator

CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

Jobtitles with retroactive dates to December 26, 2007:

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
Capital Prjts Coord,Sr	A	1	$32.14	8.41%	3.8%	$36.16
		2	$33.47	8.41%	3.8%	$37.66
		3	$34.76	8.41%	3.8%	$39.11
		4	$36.12	8.41%	3.8%	$40.65
		5	$37.49	8.41%	3.8%	$42.18
Photo/Reprographics Supv	A	1	$23.73	9.33%	3.8%	$26.93
		2	$24.65	9.33%	3.8%	$27.97
		3	$25.62	9.33%	3.8%	$29.07
		4	$26.62	9.33%	3.8%	$30.21
		5	$27.69	9.33%	3.8%	$31.42
Photographic Svcs Supv	A	1	$23.73	9.33%	3.8%	$26.93
		2	$24.65	9.33%	3.8%	$27.97
		3	$25.62	9.33%	3.8%	$29.07
		4	$26.62	9.33%	3.8%	$30.21
		5	$27.69	9.33%	3.8%	$31.42
Real Property Agent,Sr	A	1	$29.56	12.48%	3.8%	$34.51
		2	$30.75	12.48%	3.8%	$35.90
		3	$31.95	12.48%	3.8%	$37.31
		4	$33.22	12.48%	3.8%	$38.79
		5	$34.48	12.48%	3.8%	$40.25
Registered Nurse Consultant	A	1	$23.73	12.00%	3.8%	$27.59
		2	$24.65	12.00%	3.8%	$28.66
		3	$25.62	12.00%	3.8%	$29.78
		4	$26.62	12.00%	3.8%	$30.94
		5	$27.69	12.00%	3.8%	$32.19
Strucl Plans Engr	A	1	$30.39	10.00%	3.8%	$34.70
		2	$31.60	10.00%	3.8%	$36.08
		3	$32.87	10.00%	3.8%	$37.53
		4	$34.14	10.00%	3.8%	$38.98
		5	$35.49	10.00%	3.8%	$40.52
Bridge Maint General Supv	B	1	$26.10	5.00%	3.8%	$28.45
		2	$27.14	5.00%	3.8%	$29.58
		3	$28.27	5.00%	3.8%	$30.81
		4	$29.32	5.00%	3.8%	$31.96
		5	$30.39	5.00%	3.8%	$33.12
Bridge Opns General Supv	B	1	$28.27	5.00%	3.8%	$30.81
		2	$29.32	5.00%	3.8%	$31.96
		3	$30.44	5.00%	3.8%	$33.17
Credit Rep	B	1	$19.46	8.89%	3.8%	$22.00
		2	$20.23	8.89%	3.8%	$22.87
		3	$21.00	8.89%	3.8%	$23.74
		4	$21.82	8.89%	3.8%	$24.66

Attachment 2

CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
		5	$22.63	8.89%	3.8%	$25.58
Credit Rep,Sr	B	1	$21.17	8.89%	3.8%	$23.93
		2	$22.01	8.89%	3.8%	$24.88
		3	$22.88	8.89%	3.8%	$25.86
		4	$23.73	8.89%	3.8%	$26.82
		5	$24.65	8.89%	3.8%	$27.86
Drainage&Wstwtr Spec	B	1	$25.62	10.00%	3.8%	$29.25
		2	$26.62	10.00%	3.8%	$30.39
		3	$27.69	10.00%	3.8%	$31.62
		4	$28.79	10.00%	3.8%	$32.87
		5	$29.85	10.00%	3.8%	$34.09
Identification Tech	B	1	$20.80	12.01%	3.8%	$24.19
		2	$21.60	12.01%	3.8%	$25.11
		3	$22.43	12.01%	3.8%	$26.07
		4	$23.28	12.01%	3.8%	$27.07
		5	$24.21	12.01%	3.8%	$28.15
Mail Courier	B	1	$12.76	5.70%	3.8%	$14.00
		2	$13.20	5.70%	3.8%	$14.48
		3	$13.77	5.70%	3.8%	$15.10
Mail Courier, Lead	B	1	$13.20	5.70%	3.8%	$14.48
		2	$13.77	5.70%	3.8%	$15.10
		3	$14.29	5.70%	3.8%	$15.67
		4	$14.82	5.70%	3.8%	$16.26
		5	$15.38	5.70%	3.8%	$16.88
Parking Meter Repair CC	B	1	$25.77	8.00%	3.8%	$28.89
		2	$26.86	8.00%	3.8%	$30.11
		3	$27.84	8.00%	3.8%	$31.21
Parking Meter Repairer	B	1	$20.36	8.00%	3.8%	$22.83
		2	$21.21	8.00%	3.8%	$23.78
		3	$22.00	8.00%	3.8%	$24.66
Parking Meter Repairer,Sr	B	1	$22.00	8.00%	3.8%	$24.66
		2	$22.82	8.00%	3.8%	$25.59
		3	$23.75	8.00%	3.8%	$26.62
Photographer	B	1	$19.61	9.33%	3.8%	$22.25
		2	$20.40	9.33%	3.8%	$23.15
		3	$21.17	9.33%	3.8%	$24.03
		4	$22.01	9.33%	3.8%	$24.97
		5	$22.88	9.33%	3.8%	$25.96
Photographer,Sr	B	1	$22.01	9.33%	3.8%	$24.97
		2	$22.88	9.33%	3.8%	$25.96
		3	$23.73	9.33%	3.8%	$26.93
		4	$24.65	9.33%	3.8%	$27.97
		5	$25.62	9.33%	3.8%	$29.07
Real Property Agent	B	1	$24.82	12.48%	3.8%	$28.98

Attachment 2

EDS CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
		2	$25.83	12.48%	3.8%	$30.15
		3	$26.82	12.48%	3.8%	$31.32
		4	$27.96	12.48%	3.8%	$32.65
		5	$29.03	12.48%	3.8%	$33.89
Solid Wst Fld Rep I	B	1	$21.60	5.00%	3.8%	$23.54
		2	$22.43	5.00%	3.8%	$24.44
		3	$23.28	5.00%	3.8%	$25.37
		4	$24.21	5.00%	3.8%	$26.39
		5	$25.13	5.00%	3.8%	$27.39
Solid Wst Fld Rep II	B	1	$23.90	5.00%	3.8%	$26.05
		2	$24.82	5.00%	3.8%	$27.05
		3	$25.75	5.00%	3.8%	$28.07
		4	$26.76	5.00%	3.8%	$29.17
		5	$27.75	5.00%	3.8%	$30.25
Solid Wst Fld Rep Supv	B	1	$27.96	5.00%	3.8%	$30.48
		2	$29.03	5.00%	3.8%	$31.64
		3	$30.16	5.00%	3.8%	$32.87
		4	$31.34	5.00%	3.8%	$34.16
		5	$32.57	5.00%	3.8%	$35.50
Solid Wst Fld Rep,Lead	B	1	$25.83	5.00%	3.8%	$28.15
		2	$26.82	5.00%	3.8%	$29.23
		3	$27.96	5.00%	3.8%	$30.48
		4	$29.03	5.00%	3.8%	$31.64
		5	$30.16	5.00%	3.8%	$32.87
Util Svc Rep	B	1	$22.43	5.00%	3.8%	$24.44
		2	$23.28	5.00%	3.8%	$25.37
		3	$24.21	5.00%	3.8%	$26.39
		4	$25.13	5.00%	3.8%	$27.39
		5	$26.10	5.00%	3.8%	$28.45
Wtr Laboratory Tech	B	1	$16.30	8.45%	3.8%	$18.35
		2	$16.92	8.45%	3.8%	$19.05
		3	$17.61	8.45%	3.8%	$19.83
		4	$18.25	8.45%	3.8%	$20.54
		5	$18.96	8.45%	3.8%	$21.34
Wtr Syst Op	B	1	$26.10	8.45%	3.8%	$29.39
		2	$27.14	8.45%	3.8%	$30.55
		3	$28.27	8.45%	3.8%	$31.83
		4	$29.32	8.45%	3.8%	$33.01
		5	$30.39	8.45%	3.8%	$34.21
Wtrshed Inspector	B	1	$20.57	10.00%	3.8%	$23.49
		2	$21.43	10.00%	3.8%	$24.47
		3	$22.21	10.00%	3.8%	$25.36
		4	$23.06	10.00%	3.8%	$26.33
		5	$23.94	10.00%	3.8%	$27.33

Attachment 2

CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
Wtrshed Inspector,Sr	B	1	$23.28	10.00%	3.8%	$26.58
		2	$24.21	10.00%	3.8%	$27.64
		3	$25.13	10.00%	3.8%	$28.69
		4	$26.10	10.00%	3.8%	$29.80
		5	$27.14	10.00%	3.8%	$30.98
Wtrshed Resources Tech	B	1	$23.28	8.45%	3.8%	$26.21
		2	$24.21	8.45%	3.8%	$27.26
		3	$25.13	8.45%	3.8%	$28.29
		4	$26.10	8.45%	3.8%	$29.39
		5	$27.14	8.45%	3.8%	$30.55
Civil Engr Supv	D	1	$35.63	13.00%	3.8%	$41.79
		2	$36.99	13.00%	3.8%	$43.39
		3	$38.39	13.00%	3.8%	$45.03
		4	$39.82	13.00%	3.8%	$46.71
		5	$41.33	13.00%	3.8%	$48.47
Civil Engr,Sr	D	1	$33.81	10.00%	3.8%	$38.60
		2	$35.11	10.00%	3.8%	$40.09
		3	$36.44	10.00%	3.8%	$41.60
		4	$37.92	10.00%	3.8%	$43.29
		5	$39.36	10.00%	3.8%	$44.95
Elecl Engr Supv	D	1	$35.63	13.00%	3.8%	$41.79
		2	$36.99	13.00%	3.8%	$43.39
		3	$38.39	13.00%	3.8%	$45.03
		4	$39.82	13.00%	3.8%	$46.71
		5	$41.33	13.00%	3.8%	$48.47
Elecl Engr,Sr	D	1	$33.81	10.00%	3.8%	$38.60
		2	$35.11	10.00%	3.8%	$40.09
		3	$36.44	10.00%	3.8%	$41.60
		4	$37.92	10.00%	3.8%	$43.29
		5	$39.36	10.00%	3.8%	$44.95
Elecl Pwr Systs Engr	D	1	$36.20	8.41%	3.8%	$40.73
		2	$37.77	8.41%	3.8%	$42.51
		3	$39.36	8.41%	3.8%	$44.29
		4	$40.94	8.41%	3.8%	$46.07
		5	$42.50	8.41%	3.8%	$47.82
Elecl Pwr Systs Engr,Prin	D	1	$38.15	6.76%	3.8%	$42.28
		2	$39.83	6.76%	3.8%	$44.14
		3	$41.48	6.76%	3.8%	$45.96
		4	$43.13	6.76%	3.8%	$47.80
		5	$44.78	6.76%	3.8%	$49.63
Elecl Pwr Systs Engr,Prin-Prem	D	1	$41.96	6.76%	3.8%	$46.50
		2	$43.80	6.76%	3.8%	$48.54
		3	$45.63	6.76%	3.8%	$50.56
		4	$47.44	6.76%	3.8%	$52.57

Attachment 2

DNS CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
		5	$49.27	6.76%	3.8%	$54.60
Elecl Pwr Systs Engr-Premium	D	1	$39.84	6.76%	3.8%	$44.15
		2	$41.56	6.76%	3.8%	$46.06
		3	$43.29	6.76%	3.8%	$47.98
		4	$45.03	6.76%	3.8%	$49.90
		5	$46.77	6.76%	3.8%	$51.83
Elecl PwrSystsEngr,Prin-Mrt	D	1	$46.45	6.76%	3.8%	$51.47
		2	$48.11	6.76%	3.8%	$53.31
Elecl PwrSystsEngr,Prin-PrmMrt	D	1	$51.10	6.76%	3.8%	$56.62
		2	$52.93	6.76%	3.8%	$58.66
Elecl PwrSystsEngr-Mrt	D	1	$44.08	6.76%	3.8%	$48.85
		2	$45.65	6.76%	3.8%	$50.59
Elecl PwrSystsEngr-PrmMrt	D	1	$48.48	6.76%	3.8%	$53.73
		2	$50.22	6.76%	3.8%	$55.65
Mats Engr,Sr	D	1	$33.22	8.41%	3.8%	$37.38
		2	$34.48	8.41%	3.8%	$38.80
		3	$35.81	8.41%	3.8%	$40.30
		4	$37.24	8.41%	3.8%	$41.90
		5	$38.65	8.41%	3.8%	$43.49
Mats/Geotechl Engrng Supv	D	1	$33.22	8.41%	3.8%	$37.38
		2	$34.48	8.41%	3.8%	$38.80
		3	$35.81	8.41%	3.8%	$40.30
		4	$37.24	8.41%	3.8%	$41.90
		5	$38.65	8.41%	3.8%	$43.49
Mech Engr Supv	D	1	$35.63	13.00%	3.8%	$41.79
		2	$36.99	13.00%	3.8%	$43.39
		3	$38.39	13.00%	3.8%	$45.03
		4	$39.82	13.00%	3.8%	$46.71
		5	$41.33	13.00%	3.8%	$48.47
Mech Engr,Sr	D	1	$33.81	10.00%	3.8%	$38.60
		2	$35.11	10.00%	3.8%	$40.09
		3	$36.44	10.00%	3.8%	$41.60
		4	$37.92	10.00%	3.8%	$43.29
		5	$39.36	10.00%	3.8%	$44.95
Mech Plans Engr Supv	D	1	$34.80	13.00%	3.8%	$40.81
		2	$36.10	13.00%	3.8%	$42.34
		3	$37.52	13.00%	3.8%	$44.01
		4	$38.88	13.00%	3.8%	$45.60
		5	$40.37	13.00%	3.8%	$47.35
Mech Plans Engr,Sr	D	1	$33.50	10.00%	3.8%	$38.25
		2	$34.80	10.00%	3.8%	$39.73
		3	$36.10	10.00%	3.8%	$41.22
		4	$37.52	10.00%	3.8%	$42.84

Attachment 2

LOS CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
		5	$38.88	10.00%	3.8%	$44.40
Strucl Plans Engr Supv	D	1	$34.80	13.00%	3.8%	$40.81
		2	$36.10	13.00%	3.8%	$42.34
		3	$37.52	13.00%	3.8%	$44.01
		4	$38.88	13.00%	3.8%	$45.60
		5	$40.37	13.00%	3.8%	$47.35
Strucl Plans Engr,Sr	D	1	$33.50	10.00%	3.8%	$38.25
		2	$34.80	10.00%	3.8%	$39.73
		3	$36.10	10.00%	3.8%	$41.22
		4	$37.52	10.00%	3.8%	$42.84
		5	$38.88	10.00%	3.8%	$44.40
Adms Personnel Dispatcher	E	1	$17.61	5.00%	3.8%	$19.19
		2	$18.25	5.00%	3.8%	$19.89
		3	$18.96	5.00%	3.8%	$20.67
		4	$19.61	5.00%	3.8%	$21.37
Pol Data Tech	E	1	$17.90	7.19%	3.8%	$19.92
		2	$18.60	7.19%	3.8%	$20.70
		3	$19.27	7.19%	3.8%	$21.45
		4	$19.98	7.19%	3.8%	$22.23
Pol Data Tech Supv	E	1	$21.17	7.19%	3.8%	$23.55
		2	$22.01	7.19%	3.8%	$24.49
		3	$22.88	7.19%	3.8%	$25.46
		4	$23.73	7.19%	3.8%	$26.41
Pol Data Tech Sr	E	1	$18.96	7.19%	3.8%	$21.09
		2	$19.61	7.19%	3.8%	$21.82
		3	$20.40	7.19%	3.8%	$22.70
		4	$21.17	7.19%	3.8%	$23.55

Jobtitles with retroactive dates to August 1, 2006:

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
Elecl Svc Rep	B	1	$22.43	8.00%	3.8%	$25.14
		2	$23.28	8.00%	3.8%	$26.10
		3	$24.21	8.00%	3.8%	$27.14
		4	$25.13	8.00%	3.8%	$28.17
		5	$26.10	8.00%	3.8%	$29.26
Elecl Svc Rep,Sr	B	1	$24.21	8.00%	3.8%	$27.14
		2	$25.13	8.00%	3.8%	$28.17
		3	$26.10	8.00%	3.8%	$29.26
		4	$27.14	8.00%	3.8%	$30.42
		5	$28.27	8.00%	3.8%	$31.69

Attachment 2

CITY CLERK

International Federation of Professional and Technical Engineers, Local 17
Wage Adjustment Summary

JOB TITLE	APPENDIX	STEP	2007 HOURLY RATE	2008 SALARY ADJUSTMENT	2008 COLA	FINAL 2008 HOURLY RATE
Elecl Svc Rep,Supvsng	C		1	8.00%	3.8%	$30.42
			2	8.00%	3.8%	$31.69
			3	8.00%	3.8%	$32.87
			4	8.00%	3.8%	$34.07
			5	8.00%	3.8%	$35.43

Attachment 2

EMS CITY CLERK

122657

FILED
CITY OF SEATTLE
08 MAY 14 PM 2:40
CITY CLERK

AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL

ADMINISTRATIVE SUPPORT

Effective January 1, 2008, through December 31, 2010

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL #17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, the Executive has authority over all wage and wage-related issues, while the Judicial has authority over all non-wage and non-wage related issues. All wage and wage-related provisions of this Agreement apply to Seattle Municipal Court employees. All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees only to the extent they are agreed to by the Presiding Judge of Seattle Municipal Court in Appendix F.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that when the City recruits externally to fill vacant positions, the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

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

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

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

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

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

G. The terms "*temporary employee*" and "*temporary worker*" shall be defined to include both temporary and less than half-time employees and means a person who is employed in:

1. An interim assignment(s) of up to one year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

2. An interim assignment for short-term replacement of a regular employee of up to one year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one but less than three years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

H. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;

2. Term-limited assignments starting with the first day and for the duration of the assignment; or,

3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 24 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt

of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

B. Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendices covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 9.9.B, 9.9.D and 9.9.E.

C. Premiums Applicable To Temporary Employees Who Are Not in Benefits-Eligible Assignments - 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 unless the employee is in a benefits-eligible assignment:

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 eight hundred [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.

D. 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 2.7K. 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.

E. The premium pay in Section 2.7C 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.

F. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision 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, as 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, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their 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.

G. Holiday Work for Non-Benefits-Eligible Temporary Employees - 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 their regular straight-time hourly rate of pay for hours worked during their 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.

H. Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as he or she remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and

be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

I. Non-Benefits-Eligible Temporary Employee Unpaid Leave.--A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) 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, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

K. 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 2.7C 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 2.7C 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 2.7C 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 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

M. The premium pay provisions set forth within Section 2.7C 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 (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

N. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted 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 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but less than six (6) months.

2. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two weeks for the purpose of discussing the status of filling the vacant position prior to one year.

3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

O. 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 their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.

Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

R. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the 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 department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.

3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or

automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

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

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4 Any performance standards used to measure the performance of employees shall be reasonable.

4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do

so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are conditionally exempted from the Administrative Support Unit or who occupy "*grandfathered* " bargaining unit positions per Attachments B, C, or D of the Letter of Agreement effective October 1, 1992, which resolved PERC Case No. 6915-C-87-367) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

A temporary employee may, in lieu of the Union membership requirements set forth in this Article, pay a Union service fee in an amount equivalent to the regular dues of the Union for all hours worked (based on gross straight-time earnings, including premium pay) within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and intake fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee

for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

5.6 On or about May 1 of each calendar year, the City will provide the Union with a current listing of all employees within its bargaining unit.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City 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. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.9.

6.2 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 unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City 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 City official convening the meeting.

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

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

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

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

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, 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 Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

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

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

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

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 twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of

notification from the ADR Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

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 their 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.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

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

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

5. 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.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the

grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.7 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 twenty (20) business days or less prior to the initial filing of the grievance.

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

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

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

6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

ARTICLE 7 - WORK STOPPAGES

7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union 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 City 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 City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior

to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

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

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

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

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.

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

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

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

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

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

H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

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

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

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

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

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.

9.2 Effective December 26, 2007, rates of pay shall be according to Appendices A through E which include a 3.8% increase.

9.3 Effective January 7, 2009, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2006 through June 2007 to the period August 2007 through June 2008.

9.4 Effective January 6, 2010, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2007 through June 2008 to the period August 2008 through June 2009.

9.4.1 In the event the "*Consumer Price Index*" becomes unavailable for purposes of computing any one (1) of the above-mentioned 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.

9.4.2 For 2009 and 2010, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

9.5 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.

9.6 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

9.7 A. Every position in the bargaining unit shall be classified at the direction of the Personnel Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and

3. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Personnel Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any specification "*and to perform related work as required*" shall be liberally construed.

9.8 A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.

B. When a position is reclassified to a class of a higher level, the Personnel Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Personnel Director finds:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Personnel Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.

D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Personnel Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Personnel Director, they may remain in the reclassified position for a temporary period as limited by the Personnel Director only until transferred to another position in the class in which they have regular standing.

9.9 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.

B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.7O; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment

in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed;*" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

ARTICLE 10 - EMPLOYMENT PROCESS

10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

10.1.2 Exceptions to the requirement in 10.1 are:

A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);

B. Fill from a Reversion Recall List (Section 8.4F);

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

10.1.3 The Personnel Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

10.2 The Personnel Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.

10.3 The Personnel Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Personnel Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.

10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

10.6 The Personnel Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

10.7 The Personnel Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Personnel Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development

of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Personnel Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Personnel Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Technical Unit and Administrative Support Unit

A. 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 higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 Professional Unit

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 higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

11.3 Senior Professional Unit

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 higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.4 Senior Business Unit

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 higher position are clearly outside the scope of the employee's regular

classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

Employees covered by this Agreement 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 their primary class, across Union jurisdictional lines, with no change to their 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.

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they 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.

11.7 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 their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

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 their department head for retroactive payment of out-of-class pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.8 The City 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 City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) 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 City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

12.3 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.

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

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance 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 maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.

12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee 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.

12.7 The minimum vacation allowance to be taken by an employee shall be in one (1) hour increments or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.

12.9 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.

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

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

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

ARTICLE 13 - HOLIDAYS

13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

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 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

13.1.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) or
2. Are accruing vacation at a rate of .0615 or greater (article 12.12)

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

13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the

employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.

13.4 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. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.

13.5 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 or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13.6 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.

ARTICLE 14 – LEAVES AND VEBA

14.1 A. Sick Leave - 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 City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

1. Illness or injury that prevents the employee from performing their regular duties.

2. Disability of the employee due to pregnancy and/or childbirth.

3. Employee medical or dental appointments.

4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.

5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.

6. 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.

B. For calendar years 2008, 2009 and 2010 upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. 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.

Employees who are eligible to retire during the term of this contract shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retire members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, shall either:
   a. place their sick leave cashout at 35% into their VEBA account, or
   b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

   Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.

2. **If the eligible-to-retire members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

   a. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual

limits for the deferred compensation contributions as set by the IRS would apply; or

b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

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

C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City'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 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

14.2 Change in position or transfer to another 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.

14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Personnel Director or their 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 their 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 their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

14.4 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 their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

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, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided 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 their return to duty. However, if they are absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. Each supervisor and foreman shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

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

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

the number of hours an employee has to their credit, the department shall correct their application.

14.6 Industrial Injury or Illness

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

B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.

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 their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under 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 14.6A. 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 14.6A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the 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 14.6A.

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.

NOTE: The parties agree that either may reopen for negotiation the terms and conditions of Section 14.6 of this Article.

14.7 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 or for bereavement purposes 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 therefore, 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 leave for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "*relative other than a close relative*" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

14.8 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "*household*" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee.

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

14.9 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

14.10 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.

14.11 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.

C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

14.12 Pay for Deployed Military

A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE

15.1 Effective January 1, 2008, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2008, 2009, and 2010, 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 15.1 or similar programs as determined by the Labor-Management Health Care Committee.

15.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

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

A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) 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 City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2010, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

15.4 Long-term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

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

15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant

Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 - RETIREMENT

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

ARTICLE 17 - UNION REPRESENTATIVES

17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.

17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 18 - SAFETY STANDARDS

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

18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

I. Professional, Technical, and Administrative Support Units

19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.4 All work performed in excess of the 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 hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.

2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours

or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "*pay off*" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

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

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee's normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.

2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.

3. Hours worked beyond eighty (80) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

B. Compensatory Time Off In Lieu Of Overtime Pay

1. Compensation for overtime work, by mutual agreement of the City and the employee, may be in compensatory time off in an amount equal to one and one-half (1-1/2) times the number of hours worked.

2. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.

3. A written record of compensatory time earned and used shall be maintained by the City.

4. Compensatory time may be accumulated up to a maximum of forty (40) hours. Additional overtime earned shall be paid at the prescribed rate.

5. Compensatory time must be used within one (1) year of the time it is earned or the overtime will be paid by warrant.

II. Senior Professional Unit

19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.

19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.

19.14 Employees covered by this Agreement shall be provided a meal time that shall not exceed one (1) hour.

19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.

19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

19.17 Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

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

19.18 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.19 An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.

19.20 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

III. Senior Business Unit

19.21 Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.

19.22 The work week shall consist of forty (40) hours of work within a five (5) day period.

19.23 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

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

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

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked;

   b. The availability of reasonably priced eating establishments at that time.

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

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

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

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

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

D. Holidays shall be granted in accordance with Article 13 of this Agreement.

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

F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

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

1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.

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

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

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

19.29 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

20.1 Transfer:

A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.

B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Personnel Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

   A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

   An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.

6. The Personnel Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction:

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Personnel Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to their former status.

20.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

20.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees *;

4. Trial service employees * (who cannot be reverted in accordance with Section 8.4B); or

5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

20.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

a. Jury duty;

b. Disability incurred in line of service;

c. Illness or disability compensated for under any plan authorized and paid for by the City;

d. Service as a representative of a Union affecting the welfare of City employees;

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

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

2. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

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

ARTICLE 21 - BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

ARTICLE 22 - GENERAL CONDITIONS

22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars ($75.00) per month for all miles traveled from 01 to 149 miles and shall receive Fifty point Five Cents ($.505) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Fifty point Five Cents ($.505) per mile.

22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 149, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing $75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars ($30.00) per month while so assigned in lieu of the above mileage payment.

22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday.

Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.

22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.

22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.

22.7 Effective January 1, 2008, the City agrees to increase the current $15/month transit pass subsidy by $15/month for a total transit pass subsidy of $30/month.

Effective January 1, 2009, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass.

22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

22.8 Bridge Operators

A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.

B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.

C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.

D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.

E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents ($.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents ($.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are

being operated from the same location on a permanent basis until the operator's probationary period is completed.

G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.

H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any work day or forty (40) hours in a payroll week.

I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

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

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

D. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars ($20.00) a month for parking during working hours only, or Twenty-five Dollars ($25.00) a month for parking during working hours and all other hours.

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

SWING SHIFT	GRAVEYARD SHIFT
$.60 per hour	$1.00 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

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

22.12 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 (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

1. By payroll deductions spread over two (2) pay periods; or

2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

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

22.13 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22.14 Meal Reimbursement While on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

22.15 Public Disclosure Request - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6 Grievance Procedure.

ARTICLE 23 - DISCIPLINARY ACTIONS

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

23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.

23.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union 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 Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

24.2 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

24.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

ARTICLE 25 - SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

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

ARTICLE 26 - SAVINGS CLAUSE

26.1 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.

26.2 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 City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 27 - ENTIRE AGREEMENT

27.1 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.

27.2 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.

ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall become effective upon execution by both parties or January 1, 2008, whichever is later, and shall remain in effect through December 31, 2010. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2010. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

28.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days' notification of intent to terminate the existing Agreement.

Signed this 16 day of April, 2008

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

Joseph L. McGee, Executive Director

Adrienne Thompson, Union Representative

Diana Douglas, Union Representative

Patricia Kieval, Union Representative

Guadalupe Perez, Union Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Signed this 16 day of April, 2008

CITY OF SEATTLE
Executed under authority of
Ordinance # 122551 and
Ordinance # 122657.

Gregory J. Nickels, Mayor

Director of Labor Relations

City Representative

City Representative

City Representative

City Representative

City Representative

City Representative

City Representative

Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
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Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix A

Professional Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	23.54	24.49	25.38	26.38	27.42
Capital Projects Coordinator	31.54	32.80	34.14	35.45	36.85
Capital Projects Coordinator, Assistant	29.31	30.42	31.54	32.80	34.14
Capital Projects Coordinator, Senior	36.16	37.66	39.11	40.65	42.18
Civil Engineer, Assistant I			25.31	26.33	27.36
Civil Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Civil Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Civil Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Communications Engineer, Associate	30.68	31.92	33.16	34.48	35.79
Counselor	23.28	24.16	25.13	26.08	27.09
Counselor – Fair Hearing Coordinator	25.61	26.58	27.64	28.69	29.80
Crime Prevention Coordinator	25.59	26.59	27.63	28.74	29.88
Electrical Engineer, Assistant I			25.31	26.33	27.36
Electrical Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Electrical Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Electrical Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Energy Research & Evaluation Analyst	30.43	31.54	32.80	34.12	35.44
Environmental Analyst, Associate	28.74	29.88	30.98	32.19	33.44
Environmental Analyst, Senior	32.80	34.12	35.44	36.84	38.22
Graphic Arts, Supervisor	24.85	25.76	26.81	27.84	29.02

	Step 1	Step 2	Step 3	Step 4	Step 5
Information Technology Specialist	24.16	25.13	26.08	27.09	28.17
Information Technology Programmer Analyst	27.63	28.74	29.88	30.98	32.19
Information Technology Programmer Analyst-Special	27.84	29.02	30.13	31.31	32.53
Information Technology Systems Analyst	29.34	30.43	31.54	32.80	34.12
Landscape Architect	30.43	31.54	32.80	34.12	35.44
Materials Engineer	30.68	31.92	33.16	34.48	35.79
Materials Engineer, Associate	30.68	31.92	33.16	34.48	35.79
Mechanical Engineer, Assistant I			25.31	26.33	27.36
Mechanical Engineer, Assistant II	26.33	27.36	28.39	29.52	30.68
Mechanical Engineer, Assistant III	28.39	29.52	30.68	31.92	33.16
Mechanical Engineer, Associate	31.05	32.27	33.55	34.91	36.23
Mechanical Plans Engineer	31.54	32.80	34.12	35.44	36.84
Mechanical Plans Engineer, Entry	29.88	30.98	32.19	33.44	34.77
Methods Analyst, Assistant	23.49	24.40	25.31	26.33	27.36
Methods Analyst, Associate	27.36	28.39	29.52	30.68	31.92
Photographic Services, Supervisor	26.93	27.97	29.07	30.21	31.42
Photography/Reprographics, Supervisor	26.93	27.97	29.07	30.21	31.42
Planner, Assistant I	23.49	24.40	25.31	26.33	27.36
Planner, Assistant II	25.76	26.81	27.84	29.02	30.13
Planner, Associate	30.68	31.92	33.16	34.48	35.79
Planning Analyst, Assistant	23.49	24.40	25.31	26.33	27.36
Power Analyst	30.68	31.92	33.16	34.48	35.79
Property Management Specialist	34.77	36.12	37.47	38.95	40.36
Real Property Agent, Senior	34.51	35.90	37.31	38.79	40.25
Registered Nurse Consultant	27.59	28.66	29.78	30.94	32.19
Structural Plans Engineer	34.70	36.08	37.53	38.98	40.52
Structural Plans Engineer, Entry	29.88	30.98	32.19	33.44	34.77

	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner, Associate	30.43	31.54	32.80	34.12	35.44
Transportation Planner, Assistant			25.13	26.08	27.09
Urban Design Planner	30.68	31.92	33.16	34.48	35.79
Water Quality Analyst	25.59	26.59	27.63	28.74	29.88
Water Quality Analyst, Senior	27.63	28.74	29.88	30.98	32.19
Water Quality Analyst, Supervisor	29.88	30.98	32.19	33.44	34.77

* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix B

Technical Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	30.68	31.92	33.16	34.46	35.79			
Appraiser, Senior	33.44	34.77	36.12	37.47	38.95			
Aquarium Exhibits Designer	22.85	23.75	24.63	25.59	26.59			
Aquatic Center Coordinator	24.74	25.70	26.72	27.74	28.84			
Aquatic Center Coordinator, Assistant	22.49	23.40	24.31	25.21	26.19			
Bridge Maintenance General, Supervisor	28.45	29.58	30.81	31.96	33.12			
Bridge Operations Crew Chief				26.59	28.74			
Bridge Operations General, Supervisor***			30.81	31.96	33.17			
Bridge Operator			21.41	22.28	23.09			
Bridge Operator, Senior			22.61	23.45	24.37			
Cartographer	24.81	25.76	26.73	27.78	28.80			
Cartographer, Senior	26.81	27.84	29.02	30.13	31.31			
Civil Engineering Specialist, Assistant I	22.42	23.28	24.16	25.13	26.08			
Civil Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Civil Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Civil Engineering Specialist, Associate	29.37	30.51	31.66	32.90	34.20			
Civil Engineering Technician	19.07	19.81	20.55	21.35	22.24			
Civil Rights Analyst	25.62	26.59	27.58	28.69	29.77			
Commercial Vehicle Enforcement Officer	23.05	23.94	24.85	25.76	26.81			
Community Service Center Coordinator	25.15	26.11	27.09	28.17	29.29			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Service Center, Supervisor	29.78	31.01	32.24	33.47	34.75			
Community Service Representative	23.31	24.19	25.15	26.11	27.09			
Contracts and Concessions, Assistant	22.85	23.75	24.63	25.59	26.59			
Credit Representative	22.00	22.87	23.74	24.66	25.58			
Credit Representative, Senior	23.93	24.88	25.86	26.82	27.86			
Current Diversion Coordinator	28.17	29.34	30.43	31.54	32.80			
Dining Room Attendant	12.62	13.14	13.55	14.02	14.65			
Dining Room Attendant, Senior	13.80	14.32	14.90	15.45	16.06			
Drainage and Wastewater Specialist	29.25	30.39	31.62	32.87	34.09			
Electrical Engineering Design Specialist, Assistant II	26.33	27.36	28.39	29.52	30.68			
Electrical Engineering Design Specialist, Assistant III	28.39	29.52	30.68	31.92	33.16			
Electrical Engineering Specialist, Assistant I	22.24	23.05	23.94	24.85	25.76			
Electrical Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Electrical Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Electrical Engineering Specialist, Associate	29.37	30.51	31.66	32.90	34.20			
Electrical Service Representative	25.14	26.10	27.14	28.17	29.26			
Electrical Service Representative, Senior	27.14	28.17	29.26	30.42	31.69			
Employment Program Specialist (excluding position in the Personnel Department)	22.42	23.28	24.16	25.13	26.08			
Energy Conservation Representative	22.24	23.05	23.94	24.85	25.76			
Energy Conservation Representative, Senior	23.94	24.85	25.76	26.81	27.84			
Engineering Aide	19.81	20.55	21.35	22.24	23.05			
Environmental Field Specialist	21.97	22.85	23.75	24.63	25.59			
Environmental Field Specialist, Senior	23.75	24.63	25.59	26.59	27.63			
Environmental Field, Supervisor	25.59	26.59	27.63	28.74	29.88			
Exhibits Design Coordinator	24.85	25.76	26.81	27.84	29.02			
Field Engineering Technician			20.55	21.35	22.24			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Graphic Aide	16.29	16.92	17.56	18.28	18.94			
Graphic Arts Designer	22.85	23.75	24.63	25.59	26.59			
Housing/Zoning Inspector	26.08	27.09	28.17	29.34	30.43			
Housing/Zoning Inspector, Senior	27.63	28.74	29.88	30.98	32.19			
Housing/Zoning Inspector, Supervisor	30.43	31.54	32.80	34.12	35.44			
Housing/Zoning Technician	20.00	20.74	21.59	22.42	23.28			
Housing/Zoning Technician, Senior	21.97	22.85	23.75	24.63	25.59			
Identification Technician	24.19	25.11	26.07	27.07	28.15			
Information Technology Technical Support	19.68	20.36	21.18	21.97	22.85			
Information Technology Technician	21.59	22.42	23.28	24.16	25.13			
Inspection Support Analyst	27.63	28.74	29.88	30.98	32.19			
Land Use Planner I	28.17	29.34	30.43	31.54	32.80			
Land Use Planner II	29.88	30.98	32.19	33.44	34.77			
Land Use Planner III	32.19	33.44	34.77	36.12	37.47			
Land Use Planner IV	34.12	35.44	36.84	38.22	39.67			
Landscape Designer			25.31	26.33	27.36			
Mail Courier	14.00	14.48	15.10					
Mail Courier, Lead	14.48	15.10	15.67	16.26	16.88			
Materials Standards Specialist, Senior	27.36	28.39	29.52	30.68	31.92			
Mechanical Engineering Specialist, Assistant I	22.24	23.05	23.94	24.85	25.76			
Mechanical Engineering Specialist, Assistant II	24.81	25.76	26.73	27.78	28.80			
Mechanical Engineering Specialist, Assistant III	26.81	27.84	29.02	30.13	31.31			
Meter Reader	17.54	18.38	19.12	19.89	20.67			
Meter Reader, Senior	20.67	21.50	22.39	23.27	24.22			
Neighborhood District Coordinator	28.74	29.88	30.98	32.19	33.44			
Neighborhood District Coordinator, Supervisor	31.54	32.80	34.12	35.44	36.84			
Parking Meter Repair Crew Chief	28.89	30.11	31.21					

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parking Meter Repairer	22.83	23.78	24.66					
Parking Meter Repairer, Senior	24.66	25.59	26.62					
Parking Supervisor	19.68	20.36	21.18	21.97	22.85			
Permit Specialist	26.08	27.09	28.17	29.34	30.43			
Permit Specialist I	24.63	25.59	26.59	27.63	28.74			
Permit Specialist II	26.59	27.63	28.74	29.88	30.98			
Permit Specialist Entry	23.28	24.16	25.13	26.08	27.09			
Permit Specialist Senior**								
Permit Specialist, Supervisor	28.74	29.88	30.98	32.19	33.44			
Permit Specialist Trainee	18.54	19.64	20.69	21.75	22.85	23.93	24.98	25.99
Permit Technician	21.59	22.42	23.28	24.16	25.13			
Permit Technician Entry		19.31	20.00	20.74	21.59			
Permit Technician, Senior	23.28	24.16	25.13	26.08	27.09			
Photographer	22.25	23.15	24.03	24.97	25.96			
Photographer, Senior	24.97	25.96	26.93	27.97	29.07			
Power Analyst, Assistant	24.81	25.76	26.73	27.78	28.80			
Program Intake Representative	21.19	21.97	22.86	23.79	24.66			
Property Rehabilitation Specialist	25.56	26.52	27.55	28.68	29.85			
Property Rehabilitation, Supervisor			29.88	30.98	32.19			
Real Property Agent	28.98	30.15	31.32	32.65	33.89			
Real Property Records, Supervisor	21.59	22.42	23.28	24.16	25.13			
Recreation Program Coordinator	25.59	26.59	27.63	28.74	29.88			
Recreation Program Specialist	21.97	22.85	23.75	24.63	25.59			
Recreation Program Specialist, Senior	24.16	25.13	26.08	27.09	28.17			
Recreation Programmer	19.31	20.00	20.74	21.59	22.42			
Research and Evaluation Assistant*	22.42	23.28	24.16	25.13	26.08			
Security Programs Specialist	26.59	27.63	28.74	29.88	30.98			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Site Developer Inspector	30.98	32.19	33.44	34.77	36.12			
Social Services Aide	16.61	17.19	17.96	18.58	19.31			
Solid Waste Field Representative I	23.54	24.44	25.37	26.39	27.39			
Solid Waste Field Representative II	26.05	27.05	28.07	29.17	30.25			
Solid Waste Field Representative, Lead	28.15	29.23	30.48	31.64	32.87			
Solid Waste Field Representative, Supervisor	30.48	31.64	32.87	34.16	35.50			
Supply and Inventory Technician	19.31	20.00	20.74	21.59	22.42			
Survey Party Chief	24.85	25.76	26.81	27.84	29.02			
Survey Party Chief, Assistant	22.24	23.05	23.94	24.85	25.76			
Survey Party Chief, Senior	26.81	27.84	29.02	30.13	31.31			
Surveyor, Assistant	19.81	20.55	21.35	22.24	23.05			
Title Examiner			21.59	22.42	23.28			
Title Records Technician	17.19	17.96	18.58	19.31	20.00			
Title Records Technician, Senior			19.31	20.00	20.74			
Tree Trimming Representative					26.56			
Utility Assistance Coordinator	22.42	23.28	24.16	25.13	26.08			
Utility Assistance, Supervisor	27.63	28.74	29.88	30.98	32.19			
Utility Service Representative	24.44	25.37	26.39	27.39	28.45			
Water Laboratory Assistant	15.38	15.96	16.61	17.19	17.96			
Water Quality Analyst, Assistant	23.75	24.63	25.59	26.59	27.63			
Water Laboratory Technician	18.35	19.05	19.83	20.54	21.34			
Watershed Inspector	23.49	24.47	25.36	26.33	27.33			
Watershed Inspector, Senior	26.58	27.64	28.69	29.80	30.98			
Watershed Resources Technician	26.21	27.26	28.29	29.39	30.55			
Water System Operator	29.39	30.55	31.83	33.01	34.21			

* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Engineering/Seattle Transportation/SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

** City recognized the Union for this title. If positions are created the salary will have to be negotiated.

*** The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid $1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

INTERNATIONAL FEDERATION OF
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Appendix C

Senior Business Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	20.74	21.59	22.42	23.28	24.16
Customer Service Representative, Supervisor	23.12	24.01	24.91	25.89	26.92
Electrical Service Representative, Supervising	30.42	31.69	32.87	34.07	35.43
Meter Reader, Supervisor	23.27	24.22	25.19	26.18	27.22
Utility Account Representative Supervisor I	25.59	26.59	27.65	28.75	29.92
Utility Account Representative Supervisor II	27.65	28.75	29.92	31.03	32.19
Utility Accounts, Supervisor	24.63	25.59	26.59	27.63	28.74
Utility Collection Supervisor, Assistant	23.28	24.16	25.13	26.08	27.09

INTERNATIONAL FEDERATION OF
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Appendix D

Senior Professional Unit

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	34.12	35.44	36.84	38.22	39.67
Civil Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Civil Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Civil Engineering Specialist, Senior		34.41	35.79	37.13	38.55
Civil Engineering Specialist, Supervisor		36.06	37.44	38.83	40.36
Contract Payments, Supervisor	34.48	35.79	37.17	38.66	40.12
Economist, Senior	34.12	35.44	36.84	38.22	39.67
Electrical Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Electrical Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Electrical Engineering Specialist, Senior		34.41	35.79	37.13	38.55
Electrical Engineering Specialist, Supervisor		36.06	37.44	38.83	40.36
Electrical Power Systems Engineer	40.73	42.51	44.29	46.07	47.82
Electrical Power Systems Engineer, Principal	42.28	44.14	45.96	47.80	49.63
Electrical Power Systems Engineer, Principal - Premium	46.50	48.54	50.56	52.57	54.60
Electrical Power Systems Engineer - Premium	44.15	46.06	47.98	49.90	51.83
Electrical Power Systems Engineer, Principal - Merit	51.47	53.31			
Electrical Power Systems Engineer, Principal - Premium Merit	56.62	58.66			
Electrical Power Systems Engineer - Merit	48.85	50.59			
Electrical Power Systems Engineer - Premium Merit	53.73	55.65			
Electrical Service Engineer	34.48	35.79	37.17	38.66	40.12

	Step 1	Step 2	Step 3	Step 4	Step 5
Geo-Technical Engineer	33.44	34.77	36.12	37.47	38.95
Landscape Architect, Senior	34.12	35.44	36.84	38.22	39.67
Mapping Supervisor	34.48	35.79	37.17	38.66	40.12
Materials Engineer, Senior	37.38	38.80	40.30	41.90	43.49
Materials/GeoTechnical Engineering, Supervisor	37.38	38.80	40.30	41.90	43.49
Mechanical Engineer, Senior	38.60	40.09	41.60	43.29	44.95
Mechanical Engineer, Supervisor	41.79	43.39	45.03	46.71	48.47
Mechanical Plans Engineer, Senior	38.25	39.73	41.22	42.84	44.40
Mechanical Plans Engineer, Supervisor	40.81	42.34	44.01	45.60	47.35
Permit Process Leader	34.12	35.44	36.84	38.22	39.67
Power Analyst, Senior	34.48	35.79	37.17	38.66	40.12
Power Resource Engineer, Senior	34.48	35.79	37.17	38.66	40.12
Structural Plans Engineer, Senior	38.25	39.73	41.22	42.84	44.40
Structural Plans Engineer, Supervisor	40.81	42.34	44.01	45.60	47.35
Surveyor, Chief	34.48	35.79	37.17	38.66	40.12

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
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Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

Hourly Base Wage Rates as of December 26, 2007:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant		16.29	16.92	17.56	18.28	
Accounting Technician I		17.96	18.58	19.31	20.00	
Accounting Technician II		19.31	20.00	20.74	21.59	
Accounting Technician III		21.18	21.97	22.85	23.75	
Accounting Technician, Supervisor		22.85	23.75	24.63	25.59	
Administrative Specialist I		17.96	18.58	19.31	20.00	
Administrative Specialist II		19.31	20.00	20.74	21.59	
Administrative Specialist III		20.74	21.59	22.42	23.28	
Administrative Support Assistant		16.29	16.92	17.56	18.28	
Administrative Support, Supervisor		21.97	22.85	23.75	24.63	
Admissions Personnel Dispatcher		19.19	19.89	20.67	21.37	
Cashier	12.84	13.24	13.70	14.29	14.83	
Customer Service Representative		19.51	20.31	21.02	21.86	
Customer Service Representative, Senior		21.02	21.86	22.70	23.56	
Customer Service Representative, Trainer		20.42	21.18	22.01	22.88	
Electrical Sales Order Processor		17.56	18.28	18.94	19.68	
Identification Data Specialist		19.39	20.06	20.85	21.60	
Information and Referral Specialist		17.96	18.58	19.31	20.00	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Aide			13.24	13.70	14.29	
Office Assistant	13.70	14.29	14.83	15.38	15.96	
Office Equipment Operator		16.29	16.92	17.56	18.28	
Parks Special Events Scheduler	20.00	20.74	21.59	22.42	23.28	
Parks Special Events Scheduler, Senior	21.59	22.42	23.28	24.16	25.13	
Police Data Technician		19.92	20.70	21.45	22.23	
Police Data Technician, Senior		21.09	21.82	22.70	23.55	
Police Data Technician, Supervisor		23.55	24.49	25.46	26.41	
Police Data Technician Trainee		16.92	17.56	18.28	18.94	
Retirement Specialist, Assistant		18.94	19.68	20.36	21.18	
Training and Education Coordinator, Assistant***	20.36	21.18	21.97	22.85	23.75	
Utility Account Representative I	20.06	20.74	21.59	22.41	23.29	24.22
Utility Account Representative II	21.59	22.41	23.29	24.22	25.19	26.21
Utility Account Representative Trainee	18.54	19.31				

Section 2. The scope of the Administrative Support bargaining unit includes only the following departments:

Finance**
City Light
Department of Planning and Development
Seattle Department of Transportation
Fire
Fleets and Facilities
Office of Housing
Human Services
Office of Civil Rights
Neighborhoods
Parks and Recreation
Police
Retirement System
Seattle Center
Seattle Public Utilities

** Applicable to only those positions as mutually agreed to by Memorandum of Agreement, dated March 26, 2002.

*** The scope of Union representation for the title of Assistant Training and Education Coordinator is limited to positions in the Fire Department.

SEATTLE MUNICIPAL COURT
and
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix F

This Appendix expresses the agreement between the International Federation of Professional and Technical Engineers, Local 17 and the Seattle Municipal Court (with authority pursuant to General Rule 29), where the Judicial retains authority and responsibility for non wage related matters for employees covered by this agreement.

All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees for the duration of this collective bargaining agreement.

Disputes between the Seattle Municipal Court and the City of Seattle as to whether a particular subject is a non-wage related matter or a wage related matter will be submitted by the Seattle Municipal Court and the City of Seattle to a qualified and mutually agreed upon arbitrator for resolution.

Signed this 15th day of April, 2008.

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

Joseph L. McGee, Executive Director

Adrienne Thompson, Union Representative

SEATTLE MUNICIPAL COURT

Ron Mamiya, Presiding Judge

Julie McCarty, Labor Negotiator

Mark McDermott/David Brac.. ..o/sb
PERS Local 17 CBA 2008-10 FISC
March 11, 2008
Version #1

Form revised November 15, 2007

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/4-7874 Sarah Butler/4-7929	Karen Grove/4-5805

Legislation Title:
AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 to be effective through December 31, 2010; establishing new titles and/or new salaries; and providing payment therefor.

- **Summary of the Legislation:**

The attached Council Bill authorizes the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 (hereafter referred to as "Local 17"). The collective bargaining agreement covers the time period of January 1, 2008 through December 31, 2010. The agreement is consistent with the financial terms of the Tentative Agreement between the City of Seattle and the Coalition of City Unions which was signed on October 3, 2007 (Ordinance No. 122551), and includes salary adjustments to certain titles based on the City's business need for recruitment and retention of employees in certain positions, market analysis of comparable job titles in other public jurisdictions, and impact bargaining. Job titles and rates of pay shall be established for Identification Data Specialist (an 8 percent pay increase over Administrative Specialist I, retroactive to December 26, 2007) and Fair Hearing Coordinator Counselor (a 10 percent pay increase retroactive to October 15, 2006). Additional negotiated increases beyond a cost of living adjustment are summarized in Attachment 2, identified as "International Federation of Professional and Technical Engineers, Local 17 Wage Adjustment Summary." The International Federation of Professional and Technical Engineers, Local 17 represents approximately 2,249 regular employees within the Professional, Senior Professional, Technical, Senior Business and Administrative Support bargaining units.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The collective bargaining agreement between the City of Seattle and Local 17 expired on December 31, 2007. The City and Local 17 began negotiations in November of 2007 and came to a tentative agreement in December of 2007.

- *Please check one of the following:*

ENS CITY CLERK

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

__X__ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

The employees covered by this collective bargaining agreement are a part of the Coalition of City Unions. The financial terms agreed to in the Collective Bargaining Agreement are reflected in the Coalition of City Unions' Tentative Agreement (Ordinance No. 122551).

Cost items associated with the Tentative Agreement include wages and employment benefits for the Coalition as well as non-represented employees, who have historically received equal increases in compensation. Coalition members and non-represented employee wages, not including the bargained salary adjustments, will increase by 3.8 percent in 2008, and are projected to increase by 3.5 percent in 2009 and 2.6 percent in 2010. The City will also incur costs for salary-related benefits such as pension, social security, and Medicare. Given these increases, the aggregate salary and salary-related benefits for Coalition members and non-represented employees would grow from $546.9 million in 2007 to approximately $608.4 million in 2010.

The 2008 costs of the Tentative Agreement were assumed in the development of the 2008 Proposed Budget. Costs for 2009 and beyond will be included in future biennial budgets.

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

Without ratification of the Collective Bargaining Agreement, Local 17 employees would continue to receive wages and benefits that became effective December 27, 2006.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

There are no possible alternatives to the legislation that could achieve the same or similar objectives.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

ORIGINAL
CITY CLERK

No

- **Other Issues** (*including long-term implications of the legislation*):

No other issues.

Please list attachments to the fiscal note below:

None

BOS CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 11, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit to you the attached proposed Council Bill, which authorizes the execution of a Collective Bargaining Agreement between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17, which represents approximately 2,249 regular City employees within the Professional, Senior Professional, Technical, Senior Business and Administrative Support bargaining units.

The Collective Bargaining Agreement, which covers the period from January 1, 2008 through December 31, 2010, is consistent with the financial terms of the Tentative Agreement by and between the City of Seattle and the Coalition of City Unions that was signed on October 3, 2007 (Ordinance No. 122551). Current year costs associated with the passage of this Bill are included in the 2008 Adopted Budget.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at extension 4-7874 or Sarah Butler at extension 4-7929.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

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STATE OF WASHINGTON – KING COUNTY

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222794 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

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

CT:122652-122658

was published on

04/09/08

The amount of the fee charged for the foregoing publication is the sum of $ 98.35, which amount has been paid in full.

JENNIFER A. PATZER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES OCT. 24, 2011

Subscribed and sworn to before me on 04/09/08

Notary public for the State of Washington, residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on March 31, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122658

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

ORDINANCE NO. 122657

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 to be effective through December 31, 2010; establishing new titles and/or new salaries; and providing payment therefor.

ORDINANCE NO. 122656

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21 to be effective through December 31, 2010; and providing payment therefor.

ORDINANCE NO. 122655

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17 Probation Counselors unit to be effective through December 31, 2010; establishing wage adjustments; and providing payment therefore.

ORDINANCE NO. 122654

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2010; and providing payment therefore.

ORDINANCE NO. 122653

AN ORDINANCE authorizing the Director of Seattle Public Utilities to enter into contracts with Waste Management of Washington, Inc. and CleanScapes, Inc. to provide solid waste collection and transfer services in the City of Seattle.

ORDINANCE NO. 122652

AN ORDINANCE relating to Seattle Public Utilities, removing a budget proviso that limits spending of an appropriation in Seattle Public Utilities' Water Quality and Treatment Budget Control Level in the 2008 Adopted Budget.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, April 9, 2008.

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