Ordinance No. 122684

Council Bill No. 116197

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Brotherhood of Teamsters, Local 763 to be effective through December 31, 2010; and providing payment therefor.

CF No.

Date Introduced: 4.28.08	
Date 1st Referred:	To: Culture, Civil Rights, Health and Personnel (CCRHP)
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 5.5.08	Full Council Vote: 8-0
Date Presented to Mayor: 5.6.08	Date Approved: 5.12.08
Date Returned to City Clerk: 5.13-08	Date Published: 3 T.O. ✓ 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: Licata
Councilmember

Committee Action:

pass 2-0 NL, JG 4/30/08 CH

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 763 CBA 2008-10 ORD
April 15, 2008
Version # 1

ORDINANCE 122684

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Brotherhood of Teamsters, Local 763 to be effective through December 31, 2010; and providing payment therefor.

WHEREAS, the collective bargaining agreement between the City of Seattle and the International Brotherhood of Teamsters, Local 763, as the representative of certain City employees at the Seattle Municipal Court, expired on December 31, 2007; and

WHEREAS, collective bargaining between the City of Seattle and the International Brotherhood of Teamsters, Local 763 has led to an agreement concerning wages, healthcare benefits, 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 a collective bargaining agreement between the City of Seattle and the International Brotherhood of Teamsters, Local 763, substantially in the form attached hereto as Attachment 1 and identified as "Agreement by and between the City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763" provided that the Collective Bargaining Agreement has been ratified by the Union which is a party to the agreement being signed.

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Section 2. 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 3. 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 4. 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 5th day of May, 2008, and signed by me in open session in authentication of its passage this 5th day of May, 2008.

President _____ of the City Council

Approved by me this 12th day of May, 2008.

Gregory J. Nickels, Mayor

Filed by me this 13th day of May, 2008.

City Clerk

(Seal)

Attachment 1: Agreement by and between the City of Seattle/Seattle Municipal Court and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763

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AGREEMENT

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2005~~8~~ through December 31, 20~~07~~10

Attachment 1

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A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

January 1, 2005~~7~~8 through December 31, 2010~~6~~7

THIS AGREEMENT is by and between the CITY OF SEATTLE/MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 Recognition and Bargaining Unit - The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for the collective bargaining unit described in the decision emanating from the Washington State Public Employment Relations Commission Case Number 2497-E-79-453. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

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

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

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent

break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

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

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

1.1.6 ~~The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to, a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on-call; or intermittent.~~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 (1) 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 (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) 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 (3) 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.

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1.1.7 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:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) 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.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

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

1.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments except where they are inconsistent with the expressed terms of the collective bargaining agreement.

1.~~2~~3 Temporary Employment - Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2;1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10;.3.1.1; 5.2; 5.6; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 20.

1.3~~2~~.1 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 Appendix "A" covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.3.1., 4.3.4. and 4.3.5.

1.~~2~~3.2 Temporary Employee Premium Pay for 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.....05% premium pay

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

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

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

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

1.3~~2~~.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the Employer without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.3~~2~~.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the Employer'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.

1.3~~2~~.3 ~~Temporary~~ Employee Medical And Dental Eligibility for Temporary Employees Who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the Employer's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the Employer, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement, a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from Employer medical and dental coverage and shall not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance

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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.

1.3~~2~~.4 ~~Temporary Employee~~ Holiday Work for Non-Benefits Eligible Temporary Employees~~Premium Pay~~ - A temporary employee who works on any of the specific calendar days designated by the Employer as paid holidays shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.3~~2~~.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

1.~~2~~3.~~.~~6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.3~~2~~.7 The Employer may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The Employer, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, 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 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The Employer shall not use this

option to change to and from premiums and benefits on an occasional basis. The Employer may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.3~~2~~.8 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

1.~~2~~3.9 The Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer shall not use temporary employees to supplant permanent positions. The Employer 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 1.2.2, or solely to avoid considering creation of permanent positions.

1.3.9.1 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 (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.~~2~~3.~~.~~10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate)~~ and eligibility for medical and dental benefits under Article 12~~. 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.

1.3.11 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.

1.~~3~~4 The Employer 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 Employer shall discuss the program(s) with the Union

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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.

1.45 As part of its public responsibility, the Employer may participate in or establish public employment programs to provide employment and/or training for and/or service to the Employer by various segments of its citizenry. Such programs may result in individuals performing work for the Employer which 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 Employer pursuant to such programs shall be exempt from all provisions of this Agreement.

1.54.1 The Employer 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 Employer 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 Employer 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 which involves the performance of bargaining unit work within a given Employer 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 which 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 Employer's public employment programs.

ARTICLE 2 - NONDISCRIMINATION

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

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

2.2 Disputes involving this Article must be processed through the appropriate Local, State or Federal agency. Such disputes shall not be subject to the grievance procedure contained within this Agreement.

2.3 The parties agree nothing in this Agreement, including seniority provisions, shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

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ARTICLE 3 - UNION MEMBERSHIP, DUES AND PAYROLL DEDUCTION

3.1 Union Membership - It shall be a condition of employment that all employees of the Employer 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 all those who are not members of the Union on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union or contribute an amount equivalent to the regular monthly dues of the Union to the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership in good standing shall be recognized as having been satisfied by an employee's payment of the regular initiation fee, regular re-initiation fee, and the regular monthly dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked 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.

3.1.2 An employee who is determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such employee shall furnish proof of payment to the Union no later than the twentieth of the month in which the contribution is due.

3.2 Dues - Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the Employer in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union membership obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the Court Administrator (with copies to the employee, the Court Personnel Manager 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 Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the Employer 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 which is overdue. Upon receipt of the Union's request, the Court Administrator 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 Department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 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 Court Administrator, with copies to the employee, the Court Personnel Manager and the City 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 Employer shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union membership obligation within the thirty (30) calendar day period, the Union shall so notify the Court Administrator in writing, with a copy to the Court Personnel Manager, the City Director of Labor Relations and the employee. If the Union has reaffirmed its request for discharge, the Court Administrator shall notify the Union in writing, with a copy to the City Director of Labor Relations and the 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.

3.3 Payroll Deduction - The Employer shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

3.4 The Union shall indemnify and save harmless the Employer against any and all liability arising out of this Article.

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3.5 Union Notification - Within thirty (30) calendar days from an employee's date of hire into a bargaining unit position, the Employer shall forward to the Union a copy of the form entitled "Notice of Appointment to Bargaining Unit Position," or such other form agreed upon by the parties, which shall include the name, address and social security number of the new employee as furnished by the employee. The Employer shall notify the Union within thirty (30) calendar days of the termination of employment by an employee in the bargaining unit.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay effective December 29~~6~~, 2004~~7~~, are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.2 Effective January~~December 28~~7, 2005~~9~~, 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 2003~~6~~ through June 2007~~4~~ to the period August 2007~~4~~ through June 2008~~5~~.

4.2.1 Effective ~~December~~January ~~27~~6, 2006~~10~~, 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 2004~~7~~ through June 2005~~8~~ to the period August 2005~~8~~ through June 2006~~9~~.

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

4.2.3 For 2006~~9~~ and 2007~~10~~, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

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

4.3.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 1.2.10; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months, (each 2088 hours) of actual service,

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he/she will receive one step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes in 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 5.9 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.

4.3.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.3.1.

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

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

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

4.3.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.3.1.

4.3.7 Promotion - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further,

that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.3.7.1 Hours worked out of class shall apply toward salary step placement if the employee is promoted, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- 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.

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

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

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

4.4 Court-Specific Classifications - ~~Within sixty (60) days of signing this Agreement, members of management and the Union will meet to explore the potential~~

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~~development of a Court-specific classification system. Issues to be considered include:~~

~~•Costs associated with exploring the potential development of Court-specific classification system;~~

~~•Risks and benefits of moving to a Court-specific classification system;~~

~~•Identifying appropriate comparable jurisdictions~~

~~Nothing in this provision commits the Court to establishing or implementing a Court-specific classification system.~~ The Court will submit to the City's Classification and Compensation Department, for classification review, Position Description Questionnaires (PDQs) for the following bargaining unit positions within 12 months of contract signing: Court Clerk, Court Clerk Supervisor, Court Cashier, Court Cashier Supervisor, Administrative Specialist I, Administrative Specialist II, Administrative Specialist III, and Administrative Support Supervisor. The Court encourages the Union's collaboration on the completion of these PDQs, the details of which can be arranged in the Labor Management Committee. The Court is not responsible for City classification determinations, and this provision does not guarantee any changes to the existing classifications of the named positions.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a workday. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments.

5.1.1 By mutual agreement between the Employer and the employee, an employee may work a schedule other than that set forth within Section 5.1.

5.1.2 Implementation of an alternative work schedule for a work unit shall be subject to consultation and agreement with the Union.

5.1.3 Any past, present or future work schedule in which an employee, by action of the Employer, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the Employer, at any time, so as to require such an employee to work eighty (8) hours per day for eight (8) hours pay.

5.1.4 When the Employer deems it necessary, work schedules may be established other than Monday through Friday.

5.1.5 Employees shall be assigned a regular work schedule (days of work). An employee shall normally be advised of a change in his/her work schedule by the end of the last shift of a week's schedule. In the event an employee is not given the required notice of a revised schedule, he/she shall be paid at the overtime rate for the first shift of the new schedule. If the starting time of an employee's work shift is to be changed to an earlier start time, notice shall be given to the employee at least forty-eight (48) hours in advance, Absent such notice, the overtime rate shall be due for the hours worked prior to the previous start time for the first shift of the new schedule. This provision shall not apply to part-time employees who are required to work extra hours or shifts with little or not notice.

5.2 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

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5.3 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period of their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.3.1 When a courtroom employee does not receive a rest break because the Court does not recess, the employee shall receive additional compensation in the form of fifteen (15) minutes of compensatory time for each rest break not received. Such compensatory time shall not entitle the employee to schedule a rest break at the end of the work shift and leave work early but shall be added to the employee's compensatory time account. To be eligible for the compensatory time, the employee must have not received a rest break during that portion of the employee's work shift before or after the meal break.

It is the expectation that the employee will request a rest break through the Court Clerk and if necessary, request a replacement employee through the Court Clerk Supervisor or designee. It is also an expectation that the employee will document the compensatory time in lieu of a rest break no later than the next scheduled work shift on a form prescribed by the Employer.

5.4 Overtime - All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay. Voluntary overtime in a lower classification may be compensated at the rate of pay for the lower classification.

5.4.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, provided the resulting hours worked for the day exceed the normally scheduled eight (8) hours.

5.4.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay.

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

5.4.4 In administering an alternate work schedule, overtime shall be paid for any hours worked in excess of the employee's normal daily schedule.

5.4.5 In no event shall an employee be paid overtime for hours worked less than eight (8) hours in a day unless the hours exceed forty (40) hours in a week.

5.5 Compensatory Time - Compensatory time may be used as a method of compensating employees for overtime work in lieu of overtime pay as specified in Section 5.4. If used, the compensatory time shall be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime work. Accrual of compensatory time must be mutually agreeable to the employee and the Employer. The Employer may pay off a portion or all of accrued compensatory time over forty (40) hours, at its discretion, for all employees within the bargaining unit.

5.6 Call Back - An employee who is called back to work after completing their regular shift shall be compensated at the overtime rate and shall receive no less than four (4) hours compensation at the straight-time hourly rate of pay.

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, 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 his 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 Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum of six dollars ($6.00) in lieu of reimbursement for the meal.

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

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

(2) In determining "reasonable cost" the following shall also be considered:

- The time period during which the overtime is worked;

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

(3) The Employer shall not reimburse for the cost of alcoholic beverages or gratuities.

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the Employer, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the Employer shall be paid at rate of ten percent (10%) of the

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employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.6 Callback.

5.9 Work Outside Of Classification - Whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager or director directly above the position which is being filled out of class, who has budget management authority of the work unit as determined by the Court Administrator. 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.

5.9.1 If an employee is assigned by proper authority or designee pursuant to Section 5.9 to perform the duties of a higher classification on a continuous basis in excess of sixty (60) consecutive calendar days, he/she shall thereafter, while still assigned to the higher level, be compensated for sick leave, vacation and holidays at the rate of the assigned, higher classification.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.3 An out-of-class assignment shall be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his/ her 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 his/her department head for retroactive payment of out-of-class pay. The decision of

the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

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

5.9.5 Employees working outside of classification for training purposes as designated by the Employer shall not be eligible for additional compensation as provided in Section 5.9.

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

5.10 Shift Premium - An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift shall receive 65¢ for all scheduled hours worked during such shift(s). An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the ~~or~~ night (graveyard) shift, shall receive ~~fifty-five~~ninety cents (90~~55~~¢) shift premiums for all scheduled hours worked during such shift(s).

5.10.1 The above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate pursuant to the requirements of the Fair Labor Standards Act.

5.10.2 The swing shift period shall encompass the hours from 4:00 p.m. to midnight. The graveyard shift period shall encompass the hours from midnight to 8:00 a.m.

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ARTICLE 6 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

6.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 7.2) or
2. are accruing vacation at a rate of .0615 or greater (Personnel Rule 7.5.3.A)

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 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.~~1~~2 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.3~~2~~ A regularly appointed 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 holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in

proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.

6.3.1 The Personal Holiday 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 the Personal Holiday shall be requested in writing.

6.4 An employee who is regularly scheduled to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the Employer, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 All full-time employees shall receive eight (8) hours of pay per holiday. Those employees whose work schedules consist of work days in excess of eight (8) hours may use accrued vacation leave or compensatory time to supplement the holiday pay in order to receive pay for a full work day for a holiday. As an alternative, with supervisory and/or management approval, the employee may revert to a five (5) day, forty (40) hour schedule for the work week in which the holiday occurs, provided the reversion does not result in more than forty (40) hours of work in a work week requiring the payment of overtime.

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ARTICLE 7 - ANNUAL VACATIONS

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 "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.

7.3 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

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

accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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

7.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three 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.

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

7.8 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 he/she has previously accrued.

7.9 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.

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

Where the terms of this Section 7.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation or personal holiday for further leave for medical reasons. Verification of such usage by the employee's medical care provider is not automatically required for up to two occasions in a calendar year or up to 32 hours of vacation and/or personal holiday in lieu of sick leave in a calendar year. Use of vacation and personal holiday in lieu of sick leave beyond two instances or 32 hours in a calendar year is subject to verification by the employee's medical care provider. In all other instances,

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employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence. Where the terms of this Section 7.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply. Nothing in this provision shall in any way limit the application of Sections 8.1 and 8.1.1.1 of this Agreement.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE, ~~AND~~ EMERGENCY LEAVE AND VEBA

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

A. Illness or injury which prevents the employee from performing his/her regular duties.

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

C. Medical or dental appointments for the employee.

D. 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.

E. 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.

F. Treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

8.1.1.1 Regular work attendance is a requirement of continued employment. Employees using sick leave improperly or excessively may be subject to progressive discipline. Employees showing a pattern of absenteeism that indicates abuse of sick leave may be asked to justify their absences with a note from the treating health care professional. Failure to provide acceptable documentation may result in discipline.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 For calendar years 2008, 2009 and 2010, ~~U~~upon retirement, ~~twenty~~hirty-five percent (~~2~~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~~can be applied to the payment of health care premiums or to~~

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~~a cash payment at the straight-time rate of pay of such employee in effect~~ on the day prior to his retirement.

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.[ASK amanda! cant do with veba, maybe can do without veba- do I need to change language to reflect that?]

8.1.3.1 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 during the term of this contract, 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 during the term of this contract 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.

8.1.4 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 his/her designated beneficiary.

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

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

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

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

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

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8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While On Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. 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.

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

8.1.8.4 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 shall be disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, 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 (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, a number of days off work 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.

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

The employee's spouse, domestic partner, child, grandparent or parent has unexpectedly become seriously ill or has had a serious accident; or

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

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.

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8.4 Leaves of Absence - Requests for leaves of absence must be made by employees in writing to their manager. Such request shall be reviewed and considered under the provisions of Chapter 4.26 of the Seattle Municipal Code (Family and Medical Leave) and Chapter 7 of the Personnel Rules. The Union shall be provided a copy of correspondence or forms on which leave of absence requests are approved in writing when the leave extends for more than thirty (30) calendar days without pay.

8.5 Jury Leave - Employees called to jury duty shall be paid their regular base pay while on jury duty and for other court related reasons as allowed by City Ordinance.

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

8.7 Reinstatement - An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on nonpay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated 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 9.1. Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

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

9.1.3 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 or employing department concerning the employee's

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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.

9.2 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 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.1.

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

(1) a subsequent, regular appointment from one classification to a different classification;

(2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or

(3) rehire from a Recall List to a department other than that from which the employee was laid off.

10.1.4 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.

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

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

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

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

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

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

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

10.4 Trial Service Period - An employee who has satisfactorily completed his/her 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 10.1.3.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

10.6 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.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

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

11.1.2 Other transfers may be made upon consent of the Department Head 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 employee or probationer is not displaced. The employee subject to layoff shall have this opportunity for 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 for 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 11.3.4.

The 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 11.4.

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

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(5) Transfer, in lieu of layoff, may be made to a position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationer is not displaced, and when transfer in lieu of layoff under Section 11.1.2 of this Article is not practicable.

(6) The Personnel Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4), or (5) 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Regular part-time employees shall have the first right of refusal for vacant, regular full-time positions in their work unit, provided the positions are to be filled and the employees submit written requests to be considered for the position(s). This option may be exercised only if the vacant, regular full-time positions are within the same job classification and working job title; that is, the job duties of the part-time and full-time positions are the same. A Department Director may refuse to approve a transfer request of an employee who is under written notice that his or her work performance is not satisfactory. Should two or more part-time employees request the transfer, the Department Director shall conduct a competitive process in accordance with existing policies and procedures.

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

11.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.3.5. Upon a showing, concurred in by the Department Head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

11.3 Layoff - Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or

through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.1 Employees within a given class in a department shall be subject to layoff in accordance with the following order:

(1) Temporary or intermittent employees not earning service credit;

(2) Probationary employees (except as their layoff may be affected by military service during probation);

(3) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

11.3.2 The Employer may layoff out of the order set forth within Section 11.3.1 for the following reason:

(1) Upon showing by the Court Administrator that the operating needs of the department require a special experience, training, or skill.

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

11.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.3.5.

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

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

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

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(3) Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.

(4) Service credit shall be given for service prior to an authorized transfer.

(5) Service credit shall be given for time lost during:

- Jury Duty;
- Disability incurred in line of service;
- Illness or disability compensated for under any plan authorized and paid for by the Employer;
- Service as a representative of a Union affecting the welfare of employees;
- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

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

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

(2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the Department Head and is approved by the Personnel Director.

(3) For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

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

11.4.1 Upon request of the Department Head, the Personnel Director may approve the certification of anyone on such a reinstatement recall list as eligible for appointment on an open competitive basis in the department requesting certification.

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

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

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

11.4.5 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 certification:

(1) Regular employees from the department having the vacancy in the order of their length of service. The regular employee on such list who has the most service credit shall be first reinstated.

(2) Probationary employees laid off from the department having the vacancy without regard to length of service. The names of these probationary employees upon the reinstatement recall list shall be certified together.

(3) 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 10, Section 10.4 shall apply.

(4) Probationary employees laid off from the same classification in another City department and probationers on the layoff transfer list without regard to length of service. The names of these probationary employees upon the reinstatement recall list shall be certified together.

The Employer 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. 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.

11.4.5.1 The Employer reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5, Subparts (1), (2), (3), and (4) on a Citywide basis. In the event and at such time that the Employer implements such a procedure on a Citywide basis, the procedure set forth in Section

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11.4.5 shall no longer be restricted only to those positions which are covered by this Agreement but shall cover all positions within the non-uniformed classified service.

11.4.6 The Employer may recall laid-off employees out of the order set forth within Section 11.4.5 upon showing by the Department Head that the operating needs of the department require such experience, training, or skill.

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

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

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

12.1 Medical, Dental, and Vision Care - Effective January 1, 200~~2~~8, the Employer shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Preventative as self-insured plans, Washington Dental Service, ~~Columbia Dental Service~~Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 ~~From January 1, 2002 through December 31, 2002, the Employer shall pay one hundred percent (100%) of the increase in employee medical, dental and vision premium costs for those medical, dental and vision programs mutually approved by the parties.~~

12.1.2 ~~Effective January 1, 1999, n~~New regular employees will be eligible for benefits the first month following the date of hire (or concurrent if hired on the first working day of the month).

12.1.3 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. This Committee shall decide whether to administer other City provided insurance benefits.

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

12.1.5 ~~For calendar years 2006 and 2007, t~~The City shall pay up to 107% of the average City cost of 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.

12.1.6 Effective January 1, 1999, a Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding shall be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. The Stabilization Fund is

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dedicated to either enhance medical, dental and vision benefits or help cover related costs.

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

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

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

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

12.3.1 During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 20~~1~~04 for the base plan; provided further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

ARTICLE 13 - RETIREMENT

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

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ARTICLE 14 - GENERAL CONDITIONS

14.1 Union Visitation - The Union Representative may, after proper notification to the Court Administrator or the Human Resources Manager, visit the work location of employees covered by this Agreement at any reasonable time during working hours. The Union Representative shall limit his/her activities during such visits to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. Court work hours shall not be used by employees and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.1.1 Where allowable and after prior arrangements have been made, the Employer 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.

14.2 Union Shop Stewards - Immediately after appointment of its shop steward(s), the Union must furnish the City Director of Labor Relations and the Court Administrator with a list of those employees who have been designated as shop stewards. Failure to do so shall result in non-recognition by the Employer of the appointed shop stewards. Such list shall also be updated as needed. Shop stewards shall be regular full-time employees and shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the Employer, to process contract grievances during regular working hours.

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

14.3 Bulletin Board - The Employer shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided however, that said space shall not be used for notices which are controversial or political in nature. All material posted by the Union shall be officially identified as Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763.

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

A. If the overpayment involved only one paycheck;

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

2. by payments from the employee spread over two pay periods.

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

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

~~C.~~ D. By other means as may be mutually agreed between the Employer 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.

14.5 Investigatory Interviews - When an employee is required by the Employer to attend an interview conducted by the Employer for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the Employer representative conducting the investigatory interview. The Employer, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

Any such interview(s) will occur within fifteen (15) working days of the onset of an investigation.

14.5.1 In construing this Section, it is understood that:

(1) The Employer is not required to conduct an investigatory interview before disciplining or discharging an employee.

(2) The Employer does not have to grant an employee's request for Union representation when the meeting between the Employer and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the Employer has already made relative to that employee.

(3) The employee must make immediate arrangements for Union Representation when his/her request for representation is granted. As long as a Union

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representative is available to attend an investigatory interview, management is not required to postpone the interview to accommodate an employee's request for a specific Union representative.

(4) An employee shall attend investigatory interviews scheduled by the Employer at reasonable times and reasonable places.

14.5.1.1 The Court will make every effort to complete disciplinary investigations within 90 calendar days after the Court's discovery of an occurrence that may be grounds for discipline. When a disciplinary investigation cannot be completed within 90 days, the Court will notify the Union of the reasons for needing additional time and the anticipated completion date of the investigation.

14.5.2 A copy of disciplinary action notices involving suspension, demotion, or discharge shall be sent to the Union at the time they are issued. However, failure to do so shall not negate the disciplinary action.

14.6 Career Development - The Employer and the Union agree that employee career growth can be beneficial to both the Employer and the affected employee. As such, consistent with training needs identified by the Employer and the financial resources appropriated therefore by the Employer, the Employer shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the Employer or other institutions for the self-development effort needed to achieve personal career goals.

14.6.1 The Employer and the Union shall meet periodically to discuss the utilization and effectiveness of Employer-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The Employer and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.7 Metro Passes – Effective January 1, 2008, t~~T~~he Employer agrees to increase the current $15/month transit pass subsidy by $15/month for a total transit pass subsidy of $30/ month~~shall subsidize the cost of monthly transit passes for personal use by employees by not less than Fifteen Dollars ($15) per month for employees who purchase such passes~~.

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

14.7.1 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.

14.7.2 Public Transportation and 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.

14.7.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms 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.

14.8 Identification Badges - Picture identification badges may be issued to employees by the Employer, and if so, shall be worn in a sensible but conspicuous place on the employee's person. The Employer shall pay the replacement fee for a badge that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the badge is lost or mutilated by the employee, there shall be a replacement fee of three dollars ($3.00) to be borne by the employee. The cost of replacing the badge damaged due to normal wear and tear shall be borne by the Employer and shall not be the responsibility of the employee.

14.9 Employee List - Once each calendar year, the Employer shall provide the Union, upon its request, a list of employees within the bargaining unit, with the Court hire date, present classification and social security number of each employee.

14.10 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.

14.10.1 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.

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14.11 Alternative Dispute Resolution/ADR - The Employer 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 is entirely voluntary and confidential.

14.12 Employee Discretionary Fund – A fund equivalent to Twenty-one Dollars ($21) per employee per year shall be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement shall not carry forward beyond the expiration date of the current Agreement. Such fund shall be administered by a bargaining unit labor-management committee for unbudgeted training, equipment and/or other job related needs.

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

14.14 Employee Participation in Contract Negotiations – 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.

14.15 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 meal allowance for meals.

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal

Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is ~~forty~~fifty and a half cents ($.45~~0~~5) for all miles driven in the course of City business on that day.

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

14.17 Safety Standards – 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 Employer than called for as minimum by state codes, Employer standards shall prevail.

14.17.1 At the direction of the Employer, 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 Safety program of the Court.

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

14.17.3 Employee-elected members of the departmental safety committee shall attend such safety committee meetings with no loss in pay.

14.17.4 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.

14.18 Ethical Standards for Court Employees - The Court and the Union recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

14.19 Criminal Background Investigations - In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

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In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

If the Court places an employee on a non-disciplinary unpaid leave solely because he or she has been denied access to the CJIS system and pending a just cause determination, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Committee - The Employer and the Union shall establish a joint Labor-Management Committee consisting of five (5) representatives of the Union, including the Business Representative, and five (5) representatives of the Employer, including the Director of Labor relations or his/her representative. The purpose of this Committee shall be to deal with matters of general concern to the Union and the Employer, as opposed to individual complaints of employees; provided however, the Labor-Management Committee shall function in a consultive capacity and shall not be considered a collective bargaining forum nor a decision-making body. Either the Union representatives or the Employer representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. The party requesting a meeting shall do so in writing listing the issues to be discussed.

15.2 Labor-Management Leadership Committee - 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 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.

15.3 Employment Security - 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 work place issues, including administrative and service delivery productivity, efficiency, quality controls, 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. 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 agreement.

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ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with Employer functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the Employer shall be settled in the following manner:

(1) A Union which contends a jurisdictional dispute exists shall file a written statement with the Employer and other affected Unions describing the substance of the dispute.

(2) During the thirty (30) day period following the notice described in Section 16.2 (1), the Unions along with representatives of the Employer shall attempt to settle the dispute among themselves, and if unsuccessful, shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing municipal services; the right to increase, diminish or change operations, in whole or in part; the right to determine municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

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

17.4 The Employer agrees that performance standards shall be reasonable.

17.5 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 the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described herein, 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.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof is in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 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.

19.2 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 20 - GRIEVANCE PROCEDURE

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

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

20.1.1 Reclassification grievances shall be processed per Section 20.10.

20.1.2 Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure within thirty (30) calendar days of the Union's receipt of the discipline letter.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure within thirty (30) calendar days of the alleged violation.

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

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

20.5 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.

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

20.6.1 Step 1 - A contract grievance shall be verbally presented by the Union representative to the Manager of the aggrieved employee within twenty (20) business days of the alleged contract violation. The parties shall make every effort to settle the contract grievance at this stage promptly. The Manager shall verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative. If the grievance was presented by the employee, the

Manager shall also provide the Union with notification of the response to the grievance.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at this Step pursuant to Section 20.2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union shall forward the written contract grievance to the Division Director with copies to the Court Administrator and Court Human Resources Manager within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union Representative submits the grievance to the Division Director, the Union or the aggrieved employee or the Division Director 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 Union Representative. 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 Union Representative 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 Representative. 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 Division Director and the Union Representative 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 Director and/or his/her designee shall thereafter convene a meeting within ten (10) business days after

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receipt of notification that the grievance was not resolved through mediation between the Union Representative and aggrieved employee, together with theHuman Resources Manager, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or his/her designee shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

Without Mediation

The Division Director and/or his/her designee shall thereafter convene a meeting within ten (10) business days between the Union Representative and aggrieved employee, together with the Court Administrator, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or his/her designee shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, shall be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator, with copies to the Court Human Resources Manager and the Division Director. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the City, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timelines for Step 3 shall be extended for up to 30 days, if necessary to resolve any such conflict.

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.

For grievances under City authority, the Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within ten (10) business days. He/she shall thereafter make a confidential recommendation to the Presiding Judge who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

For grievances under Court authority, the Court Administrator or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator shall thereafter give the Union an answer in writing

ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.4 Step 4 – Grievances under City Authority. If the contract grievance is not settled in Step 3, the Union may submit any grievance under City authority to arbitration within twenty (20) business days after the Employer's answer in Step 3. All grievances under Court authority are covered under Section 20.6.5 below.

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.

The notice of arbitration shall be filed with the City Director of Labor Relations with copies to the Court Administrator, Presiding Judge and Court Human Resources Manager, and shall include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or his/her designee shall schedule a meeting or confer with the Union to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

20.6.5 Step 4 – Grievances under Court Authority. If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to 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.

The notice of arbitration shall be filed with the City Director of Labor Relations and the Court Administrator, with copies to the Presiding Judge and Court Human Resources Manager, and shall include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.

CITY CLERK

- Remedy sought.

After the Notice of Arbitration is filed, the Court and the Union will utilize, on a rotating basis beginning with the first Arbitrator listed, an Arbitrator from the following panel of four Standing Arbitrators to hear the parties' dispute:

- Timothy Williams
- Michael Beck
- Eric Lindauer
- Alan Krebs

However, if the Standing Arbitrator who would be next in the rotation is not available to hear the matter within 180 days of the request, the next individual on the list shall be contacted until one of the Standing Arbitrators can hear the matter within 180 days from the date of the request. If none of the Standing Arbitrators is available within 180 days, the Standing Arbitrator who would be next in the rotation will hear the dispute unless parties agree to use one of the other three.

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

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

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

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

20.8.3 The cost of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear the cost of presenting its own case.

20.8.4 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.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. In the event both a contract

grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

20.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Court Administrator, and the Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, the proposed job classification, and any other relevant information that will explain why the position should be reclassified. After initial submittal of the grievance, the procedure will be as follows:

(1) The grievant(s) will be required to submit a completed Position Description Questionnaire (PDQ) to the Director of Labor Relations within ninety (90) calendar days of the filing of the grievance. If the PDQ is not submitted with ninety (90) calendar days the grievance will be deemed withdrawn. Upon receipt of the PDQ, the Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

(2) The Court Administrator, upon receipt of the proposed classification determination report from the Director of Labor Relations, will respond to the grievance in writing.

(3) 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:

A. The Union may submit the grievance to binding arbitration per Section 20.6.4, or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Personnel Director within forty-five (45) calendar 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 decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

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ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective on January 1, 200~~5~~8, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and shall remain in full force and effect through December 31, 201~~0~~7. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

22.1.1 Notwithstanding the provisions of Section 22.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

CITY CLERK

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS, LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By

_____

David A. Grage
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. _____
Resolution No._____

By

_____

Gregory J. Nickels
Mayor

Date: _____

By

_____

~~Fred Bonner~~Ron Mamiya
Presiding Judge

By

_____

David Bracilano
Director of Labor Relations

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, ~~2005~~ 2008 through December 31, ~~2007~~2010

THIS APPENDIX is supplemental to that AGREEMENT by and between the CITY OF SEATTLE/SEATTLE MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective December ~~29~~26, ~~2004~~2007, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Administrative Support Assistant	16.29~~14.83~~	16.92~~15.41~~	17.56~~15.99~~	18.28~~16.65~~	18.28~~16.65~~
Administrative Specialist I	17.96~~16.35~~	18.58~~16.92~~	19.31~~17.59~~	20.00~~18.22~~	20.00~~18.22~~
Administrative Specialist II	19.31~~17.59~~	20.00~~18.22~~	20.74~~18.89~~	21.59~~19.67~~	21.59~~19.67~~
Administrative Specialist III	20.74~~18.89~~	21.59~~19.67~~	22.42~~20.42~~	23.28~~21.20~~	23.28~~21.20~~
Administrative Support Supervisor	21.97~~20.01~~	22.85~~20.81~~	23.75~~21.63~~	24.63~~22.43~~	24.63~~22.43~~

BTS CITY CLERK

CLASSIFICATION	HOURLY RATES OF PAY STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Accounting Support Assistant	16.29~~14.83~~	16.92~~15.41~~	17.56~~15.99~~	18.28~~16.65~~	18.28~~16.65~~
Accounting Technician I	17.96~~16.35~~	18.58~~16.92~~	19.31~~17.59~~	20.00~~18.22~~	20.00~~18.22~~
Accounting Technician II	19.31~~17.59~~	20.00~~18.22~~	20.74~~18.89~~	21.59~~19.67~~	21.59~~19.67~~
Accounting Technician III	21.18~~19.29~~	21.97~~20.01~~	22.85~~20.81~~	23.75~~21.63~~	23.75~~21.63~~
Accounting Technician Supervisor	22.85~~20.81~~	23.75~~21.63~~	24.63~~22.43~~	25.59~~23.30~~	25.59~~23.30~~
Court Clerk	19.31~~17.59~~	20.00~~18.22~~	20.74~~18.89~~	21.59~~19.67~~	22.46~~20.46~~
Court Clerk, Senior	20.46~~18.63~~	21.27~~19.37~~	22.07~~20.10~~	22.96~~20.91~~	23.87~~21.74~~
Court Clerk, Supervisor	21.97~~20.01~~	22.85~~20.81~~	23.75~~21.63~~	24.63~~22.43~~	25.59~~23.30~~
Court Cashier	19.05~~17.35~~	19.81~~18.04~~	20.47~~18.64~~	21.30~~19.40~~	22.10~~20.13~~
Court Cashier, Supervisor	20.58~~18.75~~	21.42~~19.51~~	22.22~~20.24~~	23.09~~21.03~~	23.99~~21.85~~
EDP Equipment Operator	16.92~~15.41~~	17.56~~15.99~~	18.28~~16.65~~	18.94~~17.25~~	19.68~~17.93~~
EDP Equipment Operator, Senior	19.68~~17.93~~	20.36~~18.54~~	21.18~~19.29~~	21.97~~20.01~~	21.97~~20.01~~
EDP Equipment Operator, Lead	20.74~~18.89~~	21.59~~19.67~~	22.42~~20.42~~	23.28~~21.20~~	24.16~~22.00~~

CLASSIFICATION	HOURLY RATES OF PAY STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Office Assistant	13.70~~12.48~~	14.29~~13.02~~	14.83~~13.51~~	15.38~~14.01~~	15.96~~14.54~~

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~~A.1.1 Effective December 28, 2005, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:~~

	~~HOURLY RATES OF PAY~~				
~~CLASSIFICATION~~	~~STEP A 00-06m~~	~~STEP B 07-18m~~	~~STEP C 19-30m~~	~~STEP D 31-42m~~	~~STEP E 43m+~~
~~Administrative Support Assistant~~	~~15.17~~	~~15.76~~	~~16.36~~	~~17.03~~	~~17.03~~
~~Administrative Specialist I~~	~~16.73~~	~~17.31~~	~~17.99~~	~~18.64~~	~~18.64~~
~~Administrative Specialist II~~	~~17.99~~	~~18.64~~	~~19.32~~	~~20.12~~	~~20.12~~
~~Administrative Specialist III~~	~~19.32~~	~~20.12~~	~~20.89~~	~~21.69~~	~~21.69~~
~~Administrative Support Supervisor~~	~~20.47~~	~~21.29~~	~~22.13~~	~~22.95~~	~~22.95~~
~~Accounting Support Assistant~~	~~15.17~~	~~15.76~~	~~16.36~~	~~17.03~~	~~17.03~~
~~Accounting Technician I~~	~~16.73~~	~~17.31~~	~~17.99~~	~~18.64~~	~~18.64~~
~~Accounting Technician II~~	~~17.99~~	~~18.64~~	~~19.32~~	~~20.12~~	~~20.12~~
~~Accounting Technician III~~	~~19.73~~	~~20.47~~	~~21.29~~	~~22.13~~	~~22.13~~
~~Accounting Technician Supervisor~~	~~21.29~~	~~22.13~~	~~22.95~~	~~23.84~~	~~23.84~~
~~Court Clerk~~	~~17.99~~	~~18.64~~	~~19.32~~	~~20.12~~	~~20.93~~
~~Court Clerk, Senior~~	~~19.06~~	~~19.82~~	~~20.56~~	~~21.39~~	~~22.24~~
~~Court Clerk, Supervisor~~	~~20.47~~	~~21.29~~	~~22.13~~	~~22.95~~	~~23.84~~
~~Court Cashier~~	~~17.75~~	~~18.45~~	~~19.07~~	~~19.85~~	~~20.59~~
~~Court Cashier, Supervisor~~	~~19.18~~	~~19.96~~	~~20.71~~	~~21.51~~	~~22.35~~
~~EDP Equipment Operator~~	~~15.76~~	~~16.36~~	~~17.03~~	~~17.65~~	~~18.34~~
~~EDP Equipment Operator, Senior~~	~~18.34~~	~~18.97~~	~~19.73~~	~~20.47~~	~~20.47~~
~~EDP Equipment Operator, Lead~~	~~19.32~~	~~20.12~~	~~20.89~~	~~21.69~~	~~22.51~~
~~Office Assistant~~	~~12.77~~	~~13.32~~	~~13.82~~	~~14.33~~	~~14.87~~

APPENDIX "B"

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE/MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

THIS MEMORANDUM OF UNDERSTANDING is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the international Brotherhood of Teamsters, hereinafter referred to as the Union.

It is understood and agreed by and between the Employer and the Union that Section 7.12 (vacation scheduling) of the Labor Agreement shall be administered as follows:

Vacation requests shall be submitted in writing and shall be approved in writing by the Court Unit Manager or, in those units without a Manager, the Division Director or designee. In Emergencies, or unique circumstances, this advance scheduling process may be waived by the Director or Manager.

Vacation Requests:
Vacation requests shall be submitted by employees between January 15 and February 1, and July 15 and August 1, for the six month period beginning two (2) months after February 1 and August 1 (April through September and October through March).

Non-Peak Periods
If the number of employees requesting time off during a non-peak period of time exceeds the number that can be approved, requests will be granted first to those employees with more service credit in Municipal Court. However, before this final determination is made, within one (1) week after vacation requests are due, the requested times shall be posted so that employees may, among themselves, if they choose, resolve vacation scheduling conflicts. Adjustments must be agreed upon among employees and notice given to the Director within one (1) week after the posting. The Unit manager will then, within one (1) week, post a final vacation schedule incorporating the adjustments agreed upon among employees or he/she will approve or disapprove requests based on the employees' service credit if no such agreement is reached among employees.

Peak Periods
Peak vacation periods are as follows: 1) the beginning of school year 2) Thanksgiving, 3) Christmas, 4) New Years, and 5) July 4th. Each work unit shall develop a procedure for equitable allocation of vacation during the peak periods. The allocation shall allow rotation of preference for the peak periods in the year and from year to year. Vacation requests for these peak periods shall also be submitted by employees between January 15 and February 1, and July 15 and August 1, for the six month period beginning two (2) months after February 1 and August 1 (April through September and October through March).

Additional vacation requests for the designated six (6) month period may be submitted after vacations have been scheduled through the above process and will be considered in the order in which received. The Unit Manager will approve or disapprove the request within one week of its receipt.

A work unit may implement an alternate vacation scheduling process upon approval of the Department Labor-Management Committee.

To resolve issues arising from this scheduling process, a labor-management meeting shall be convened pursuant to Article 15 of the collective bargaining agreement at the request of either the Union or the Court.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By Robert McCauley
Robert McCauley, Business Agent

Date 12/7/06

CITY OF SEATTLE / MUNICIPAL COURT

By Fred Bonner
Fred Bonner, Presiding Judge

Date 12 8 06

Revised August, 2005

LHS CITY CLERK

Form revised February 6, 2008

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 authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Brotherhood of Teamsters, Local 763 to be effective through December 31, 2010; 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 International Brotherhood of Teamsters, Local 763 (hereafter referred to as "Local 763"). 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). Local 763 represents approximately 112 regular employees.

- **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 763 expired on December 31, 2007. The City and Local 763 began negotiations in November of 2007 and came to a tentative agreement in January of 2008.

- *Please check one of the following:*

____ **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

CITY CLERK

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 763 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.)*

No.

- **Other Issues** (*including long-term implications of the legislation*):

No other issues.

Please list attachments to the fiscal note below:

None.

ens CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 22, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill, which authorizes the execution of a Collective Bargaining Agreement between the City of Seattle and the International Brotherhood of Teamsters, Local 763 (hereafter referred to as "Local 763"). Local 763 represents approximately 112 regular City employees.

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).

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.

2008 CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Personnel Department
Mark M. McDermott, Director

FILED
CITY OF SEATTLE
08 AUG 15 PM 3: 22
CITY CLERK

MEMORANDUM

DATE: August 15, 2008

TO: Judith Pippin, City Clerk

FROM: David Bracilano, Labor Relations Director

RE: Correction to the Collective Bargaining Agreement between the City and Teamsters, Local 763 Municipal Court Employees authorized under Ordinance No. 122684

Please file this cover memorandum and the attached billdraft language correcting typographical errors in Article 8, Section 1.3 of the Collective Bargaining Agreement by and between the City of Seattle and Teamsters, Local 763 that expires on December 31, 2010. The Collective Bargaining Agreement was authorized under Ordinance No. 122684. Thank you for your consideration of this matter.

Attachment: Article 8, Section 1.3 of the Collective Bargaining Agreement by and between the City of Seattle and Teamsters, Local 763 - Billdraft Language

Cc: Jean Boler, Assistant City Attorney/Employment Section

FILED
CITY OF SEATTLE
2009 AUG 15 PM 3:20
CITY CLERK

AGREEMENT

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2008 through December 31, 2010

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A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

January 1, 2008 through December 31, 2010

THIS AGREEMENT is by and between the CITY OF SEATTLE/MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Aspects of employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the City of Seattle. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 Recognition and Bargaining Unit - The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for the collective bargaining unit described in the decision emanating from the Washington State Public Employment Relations Commission Case Number 2497-E-79-453. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

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

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

1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent

break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

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

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

1.1.6 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 (1) 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 (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) 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 (3) 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.

1.1.7 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:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) 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.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

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

1.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments except where they are inconsistent with the expressed terms of the collective bargaining agreement.

1.3 Temporary Employment - Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2;1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.2; 5.6; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 20.

1.3.1 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 Appendix "A" covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.3.1., 4.3.4. and 4.3.5.

1.3.2 Temporary Employee Premium Pay for 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.....05% premium pay

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

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

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

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

1.3.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the Employer without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.3.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the Employer'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.

1.3.3 Employee Medical And Dental Eligibility for Temporary Employees Who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the Employer's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the Employer, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement, a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from Employer medical and dental coverage and shall not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

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

1.3.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime

hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

1.3.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.3.7 The Employer may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The Employer, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, 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 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The Employer shall not use this option to change to and from premiums and benefits on an occasional basis. The Employer may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.3.8 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

1.3.9 The Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer shall not use temporary employees to supplant permanent positions. The Employer

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 1.2.2, or solely to avoid considering creation of permanent positions.

1.3.9.1 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 (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

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

1.3.11 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.

1.4 The Employer 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 Employer shall discuss the program(s) with the Union 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.

1.5 As part of its public responsibility, the Employer may participate in or establish public employment programs to provide employment and/or training for and/or service to the Employer by various segments of its citizenry. Such programs may result in individuals performing work for the Employer which 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 Employer pursuant to such programs shall be exempt from all provisions of this Agreement.

1.5.1 The Employer 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 Employer 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 Employer 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 which involves the performance of bargaining unit work within a given Employer 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 which 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 Employer's public employment programs.

ARTICLE 2 - NONDISCRIMINATION

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

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

2.2 Disputes involving this Article must be processed through the appropriate Local, State or Federal agency. Such disputes shall not be subject to the grievance procedure contained within this Agreement.

2.3 The parties agree nothing in this Agreement, including seniority provisions, shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 3 - UNION MEMBERSHIP, DUES AND PAYROLL DEDUCTION

3.1 Union Membership - It shall be a condition of employment that all employees of the Employer 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 all those who are not members of the Union on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union or contribute an amount equivalent to the regular monthly dues of the Union to the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership in good standing shall be recognized as having been satisfied by an employee's payment of the regular initiation fee, regular re-initiation fee, and the regular monthly dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked 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.

3.1.2 An employee who is determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such employee shall furnish proof of payment to the Union no later than the twentieth of the month in which the contribution is due.

3.2 Dues - Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the Employer in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union membership obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the Court Administrator (with copies to the employee, the Court Personnel Manager 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 Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the Employer 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 which is overdue. Upon receipt of the Union's request, the Court Administrator 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 Department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 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 Court Administrator, with copies to the employee, the Court Personnel Manager and the City 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 Employer shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union membership obligation within the thirty (30) calendar day period, the Union shall so notify the Court Administrator in writing, with a copy to the Court Personnel Manager, the City Director of Labor Relations and the employee. If the Union has reaffirmed its request for discharge, the Court Administrator shall notify the Union in writing, with a copy to the City Director of Labor Relations and the 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.

3.3 Payroll Deduction - The Employer shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

3.4 The Union shall indemnify and save harmless the Employer against any and all liability arising out of this Article.

3.5 Union Notification - Within thirty (30) calendar days from an employee's date of hire into a bargaining unit position, the Employer shall forward to the Union a copy of the form entitled "Notice of Appointment to Bargaining Unit Position," or such other form agreed upon by the parties, which shall include the name, address and social security number of the new employee as furnished by the employee. The Employer shall notify the Union within thirty (30) calendar days of the termination of employment by an employee in the bargaining unit.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay effective December 26, 2007, are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.2 Effective January7, 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.

4.2.1 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.

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

4.2.3 For 2009 and 20010, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

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

4.3.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 1.2.10; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months, (each 2088 hours) of actual service, he/she will receive one step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes in 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 5.9 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.

4.3.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.3.1.

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

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

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

4.3.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.3.1.

4.3.7 Promotion - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as

"intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.3.7.1 Hours worked out of class shall apply toward salary step placement if the employee is promoted, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- 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.

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

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

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

4.4 Court-Specific Classifications - The Court will submit to the City's Classification and Compensation Department, for classification review, Position Description Questionnaires (PDQs) for the following bargaining unit positions within 12 months of contract signing: Court Clerk, Court Clerk Supervisor, Court Cashier,

Court Cashier Supervisor, Administrative Specialist I, Administrative Specialist II, Administrative Specialist III, and Administrative Support Supervisor. The Court encourages the Union's collaboration on the completion of these PDQs, the details of which can be arranged in the Labor Management Committee. The Court is not responsible for City classification determinations, and this provision does not guarantee any changes to the existing classifications of the named positions.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a workday. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments.

5.1.1 By mutual agreement between the Employer and the employee, an employee may work a schedule other than that set forth within Section 5.1.

5.1.2 Implementation of an alternative work schedule for a work unit shall be subject to consultation and agreement with the Union.

5.1.3 Any past, present or future work schedule in which an employee, by action of the Employer, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the Employer, at any time, so as to require such an employee to work eighty (8) hours per day for eight (8) hours pay.

5.1.4 When the Employer deems it necessary, work schedules may be established other than Monday through Friday.

5.1.5 Employees shall be assigned a regular work schedule (days of work). An employee shall normally be advised of a change in his/her work schedule by the end of the last shift of a week's schedule. In the event an employee is not given the required notice of a revised schedule, he/she shall be paid at the overtime rate for the first shift of the new schedule. If the starting time of an employee's work shift is to be changed to an earlier start time, notice shall be given to the employee at least forty-eight (48) hours in advance, Absent such notice, the overtime rate shall be due for the hours worked prior to the previous start time for the first shift of the new schedule. This provision shall not apply to part-time employees who are required to work extra hours or shifts with little or not notice.

5.2 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

5.3 Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period of their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

5.3.1 When a courtroom employee does not receive a rest break because the Court does not recess, the employee shall receive additional compensation in the form of fifteen (15) minutes of compensatory time for each rest break not received. Such compensatory time shall not entitle the employee to schedule a rest break at the end of the work shift and leave work early but shall be added to the employee's compensatory time account. To be eligible for the compensatory time, the employee must have not received a rest break during that portion of the employee's work shift before or after the meal break.

It is the expectation that the employee will request a rest break through the Court Clerk and if necessary, request a replacement employee through the Court Clerk Supervisor or designee. It is also an expectation that the employee will document the compensatory time in lieu of a rest break no later than the next scheduled work shift on a form prescribed by the Employer.

5.4 Overtime - All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay. Voluntary overtime in a lower classification may be compensated at the rate of pay for the lower classification.

5.4.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay, provided the resulting hours worked for the day exceed the normally scheduled eight (8) hours.

5.4.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay.

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

5.4.4 In administering an alternate work schedule, overtime shall be paid for any hours worked in excess of the employee's normal daily schedule.

5.4.5 In no event shall an employee be paid overtime for hours worked less than eight (8) hours in a day unless the hours exceed forty (40) hours in a week.

5.5 Compensatory Time - Compensatory time may be used as a method of compensating employees for overtime work in lieu of overtime pay as specified in Section 5.4. If used, the compensatory time shall be accrued at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime work. Accrual of compensatory time must be mutually agreeable to the employee and the Employer. The Employer may pay off a portion or all of accrued compensatory time over forty (40) hours, at its discretion, for all employees within the bargaining unit.

5.6 Call Back - An employee who is called back to work after completing their regular shift shall be compensated at the overtime rate and shall receive no less than four (4) hours compensation at the straight-time hourly rate of pay.

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, 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 his 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 Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum of six dollars ($6.00) in lieu of reimbursement for the meal.

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

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

(2) In determining "reasonable cost" the following shall also be considered:

- The time period during which the overtime is worked;

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

(3) The Employer shall not reimburse for the cost of alcoholic beverages or gratuities.

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the Employer, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the Employer shall be paid at rate of ten percent (10%) of the

employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.6 Callback.

5.9 Work Outside Of Classification - Whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager or director directly above the position which is being filled out of class, who has budget management authority of the work unit as determined by the Court Administrator. 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.

5.9.1 If an employee is assigned by proper authority or designee pursuant to Section 5.9 to perform the duties of a higher classification on a continuous basis in excess of sixty (60) consecutive calendar days, he/she shall thereafter, while still assigned to the higher level, be compensated for sick leave, vacation and holidays at the rate of the assigned, higher classification.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.3 An out-of-class assignment shall be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his/ her 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 his/her department head for retroactive payment of out-of-class pay. The decision of

the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

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

5.9.5 Employees working outside of classification for training purposes as designated by the Employer shall not be eligible for additional compensation as provided in Section 5.9.

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

5.10 Shift Premium - An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift shall receive 65¢ for all scheduled hours worked during such shift(s). An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the night (graveyard) shift, shall receive ninety cents (90¢) shift premiums for all scheduled hours worked during such shift(s).

5.10.1 The above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate pursuant to the requirements of the Fair Labor Standards Act.

5.10.2 The swing shift period shall encompass the hours from 4:00 p.m. to midnight. The graveyard shift period shall encompass the hours from midnight to 8:00 a.m.

ARTICLE 6 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

6.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 7.2) or
2. are accruing vacation at a rate of .0615 or greater (Personnel Rule 7.5.3.A)

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 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

6.1.2 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.3 A regularly appointed 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 holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in

proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.

6.3.1 The Personal Holiday 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 the Personal Holiday shall be requested in writing.

6.4 An employee who is regularly scheduled to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the Employer, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 All full-time employees shall receive eight (8) hours of pay per holiday. Those employees whose work schedules consist of work days in excess of eight (8) hours may use accrued vacation leave or compensatory time to supplement the holiday pay in order to receive pay for a full work day for a holiday. As an alternative, with supervisory and/or management approval, the employee may revert to a five (5) day, forty (40) hour schedule for the work week in which the holiday occurs, provided the reversion does not result in more than forty (40) hours of work in a work week requiring the payment of overtime.

ARTICLE 7 - ANNUAL VACATIONS

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 "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.

7.3 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

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

accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

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

7.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three 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.

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

7.8 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 he/she has previously accrued.

7.9 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.

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

Where the terms of this Section 7.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation or personal holiday for further leave for medical reasons. Verification of such usage by the employee's medical care provider is not automatically required for up to two occasions in a calendar year or up to 32 hours of vacation and/or personal holiday in lieu of sick leave in a calendar year. Use of vacation and personal holiday in lieu of sick leave beyond two instances or 32 hours in a calendar year is subject to verification by the employee's medical care provider. In all other instances,

employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with leave of absence. Where the terms of this Section 7.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply. Nothing in this provision shall in any way limit the application of Sections 8.1 and 8.1.1.1 of this Agreement.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE, EMERGENCY LEAVE AND VEBA

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

A. Illness or injury which prevents the employee from performing his/her regular duties.

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

C. Medical or dental appointments for the employee.

D. 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.

E. 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.

F. Treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

8.1.1.1 Regular work attendance is a requirement of continued employment. Employees using sick leave improperly or excessively may be subject to progressive discipline. Employees showing a pattern of absenteeism that indicates abuse of sick leave may be asked to justify their absences with a note from the treating health care professional. Failure to provide acceptable documentation may result in discipline.

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 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 his retirement.

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.~~[ASK amanda! cant do with veba, maybe can do without veba- do I need to change language to reflect that?]~~

8.1.3.1 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 during the term of this contract, 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 during the term of this contract 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

See corrected pages 28 & 29

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE, EMERGENCY LEAVE AND VEBA

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C. Medical or dental appointments for the employee.

D. 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.

E. 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.

F. Treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

8.1.1.1 Regular work attendance is a requirement of continued employment. Employees using sick leave improperly or excessively may be subject to progressive discipline. Employees showing a pattern of absenteeism that indicates abuse of sick leave may be asked to justify their absences with a note from the treating health care professional. Failure to provide acceptable documentation may result in discipline.

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See corrected pages 28 + 29

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.[ASK amanda! cant do with veba, maybe can do without veba- do I need to change language to reflect that?]

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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 during the term of this contract, 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 during the term of this contract 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.

8.1.4 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 his/her designated beneficiary.

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

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

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

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

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall

suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While On Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. 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.

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

8.1.8.4 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 shall be disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral or for bereavement

purposes requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, 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 (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, a number of days off work 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.

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

The employee's spouse, domestic partner, child, grandparent or parent has unexpectedly become seriously ill or has had a serious accident; or

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

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.

8.4 Leaves of Absence - Requests for leaves of absence must be made by employees in writing to their manager. Such request shall be reviewed and considered under the provisions of Chapter 4.26 of the Seattle Municipal Code (Family and Medical Leave) and Chapter 7 of the Personnel Rules. The Union shall be provided a copy of

correspondence or forms on which leave of absence requests are approved in writing when the leave extends for more than thirty (30) calendar days without pay.

8.5 Jury Leave - Employees called to jury duty shall be paid their regular base pay while on jury duty and for other court related reasons as allowed by City Ordinance.

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

8.7 Reinstatement - An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on nonpay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated 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 9.1. Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

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

9.1.3 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 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.

9.2 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 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.1.

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

(1) a subsequent, regular appointment from one classification to a different classification;

(2) voluntary reduction, demotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or

(3) rehire from a Recall List to a department other than that from which the employee was laid off.

10.1.4 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.

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

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

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

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

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

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

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

10.4 Trial Service Period - An employee who has satisfactorily completed his/her 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 10.1.3.

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.

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

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

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

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

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

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

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

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

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

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

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

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the 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.

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

10.6 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.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

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

11.1.2 Other transfers may be made upon consent of the Department Head 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 employee or probationer is not displaced. The employee subject to layoff shall have this opportunity for 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 for 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 11.3.4.

The 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 11.4.

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

(5) Transfer, in lieu of layoff, may be made to a position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationer is not displaced, and when transfer in lieu of layoff under Section 11.1.2 of this Article is not practicable.

(6) The Personnel Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4), or (5) 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Regular part-time employees shall have the first right of refusal for vacant, regular full-time positions in their work unit, provided the positions are to be filled and the employees submit written requests to be considered for the position(s). This option may be exercised only if the vacant, regular full-time positions are within the same job classification and working job title; that is, the job duties of the part-time and full-time positions are the same. A Department Director may refuse to approve a transfer request of an employee who is under written notice that his or her work performance is not satisfactory. Should two or more part-time employees request the transfer, the Department Director shall conduct a competitive process in accordance with existing policies and procedures.

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

11.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.3.5. Upon a showing, concurred in by the Department Head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

11.3 Layoff - Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or

through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.1 Employees within a given class in a department shall be subject to layoff in accordance with the following order:

(1) Temporary or intermittent employees not earning service credit;

(2) Probationary employees (except as their layoff may be affected by military service during probation);

(3) Regular employees in order of their length of service, the one with the least amount of service being laid off first.

11.3.2 The Employer may layoff out of the order set forth within Section 11.3.1 for the following reason:

(1) Upon showing by the Court Administrator that the operating needs of the department require a special experience, training, or skill.

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

11.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.3.5.

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

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

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

(3) Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.

(4) Service credit shall be given for service prior to an authorized transfer.

(5) Service credit shall be given for time lost during:

- Jury Duty;
- Disability incurred in line of service;
- Illness or disability compensated for under any plan authorized and paid for by the Employer;
- Service as a representative of a Union affecting the welfare of employees;
- Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

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

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

(2) For any employment prior to a separation from the service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the Department Head and is approved by the Personnel Director.

(3) For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

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

11.4.1 Upon request of the Department Head, the Personnel Director may approve the certification of anyone on such a reinstatement recall list as eligible for appointment on an open competitive basis in the department requesting certification.

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

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

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

11.4.5 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 certification:

(1) Regular employees from the department having the vacancy in the order of their length of service. The regular employee on such list who has the most service credit shall be first reinstated.

(2) Probationary employees laid off from the department having the vacancy without regard to length of service. The names of these probationary employees upon the reinstatement recall list shall be certified together.

(3) 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 10, Section 10.4 shall apply.

(4) Probationary employees laid off from the same classification in another City department and probationers on the layoff transfer list without regard to length of service. The names of these probationary employees upon the reinstatement recall list shall be certified together.

The Employer 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. 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.

11.4.5.1 The Employer reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5, Subparts (1), (2), (3), and (4) on a Citywide basis. In the event and at such time that the Employer implements such a procedure on a Citywide basis, the procedure set forth in Section

11.4.5 shall no longer be restricted only to those positions which are covered by this Agreement but shall cover all positions within the non-uniformed classified service.

11.4.6 The Employer may recall laid-off employees out of the order set forth within Section 11.4.5 upon showing by the Department Head that the operating needs of the department require such experience, training, or skill.

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

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

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

12.1 Medical, Dental, and Vision Care - Effective January 1, 2008, the Employer shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Preventative as self-insured plans, Washington Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 12.1.2 New regular employees will be eligible for benefits the first month following the date of hire (or concurrent if hired on the first working day of the month).

12.1.3 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. This Committee shall decide whether to administer other City provided insurance benefits.

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

12.1.5 The City shall pay up to 107% of the average City cost of 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.

12.1.6 Effective January 1, 1999, a Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract and beyond with initial funding in the amount of Three Hundred Thousand Dollars ($300,000). The initial funding shall be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. The Stabilization Fund is dedicated to either enhance medical, dental and vision benefits or help cover related costs.

12.2 Life Insurance - The Employer shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium

rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

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

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

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

12.3.1 During the term of this Agreement, the Employer may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2010 for the base plan; provided further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

ARTICLE 13 - RETIREMENT

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

ARTICLE 14 - GENERAL CONDITIONS

14.1 Union Visitation - The Union Representative may, after proper notification to the Court Administrator or the Human Resources Manager, visit the work location of employees covered by this Agreement at any reasonable time during working hours. The Union Representative shall limit his/her activities during such visits to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. Court work hours shall not be used by employees and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.1.1 Where allowable and after prior arrangements have been made, the Employer 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.

14.2 Union Shop Stewards - Immediately after appointment of its shop steward(s), the Union must furnish the City Director of Labor Relations and the Court Administrator with a list of those employees who have been designated as shop stewards. Failure to do so shall result in non-recognition by the Employer of the appointed shop stewards. Such list shall also be updated as needed. Shop stewards shall be regular full-time employees and shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the Employer, to process contract grievances during regular working hours.

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

14.3 Bulletin Board - The Employer shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided however, that said space shall not be used for notices which are controversial or political in nature. All material posted by the Union shall be officially identified as Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763.

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

A. If the overpayment involved only one paycheck;

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

2. by payments from the employee spread over two pay periods.

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

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

D. By other means as may be mutually agreed between the Employer 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.

14.5 Investigatory Interviews - When an employee is required by the Employer to attend an interview conducted by the Employer for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the Employer representative conducting the investigatory interview. The Employer, when faced with such a request, may:

(1) Grant the employee's request, or

(2) Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

Any such interview(s) will occur within fifteen (15) working days of the onset of an investigation.

14.5.1 In construing this Section, it is understood that:

(1) The Employer is not required to conduct an investigatory interview before disciplining or discharging an employee.

(2) The Employer does not have to grant an employee's request for Union representation when the meeting between the Employer and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the Employer has already made relative to that employee.

(3) The employee must make immediate arrangements for Union Representation when his/her request for representation is granted. As long as a Union

representative is available to attend an investigatory interview, management is not required to postpone the interview to accommodate an employee's request for a specific Union representative.

(4) An employee shall attend investigatory interviews scheduled by the Employer at reasonable times and reasonable places.

14.5.1.1 The Court will make every effort to complete disciplinary investigations within 90 calendar days after the Court's discovery of an occurrence that may be grounds for discipline. When a disciplinary investigation cannot be completed within 90 days, the Court will notify the Union of the reasons for needing additional time and the anticipated completion date of the investigation.

14.5.2 A copy of disciplinary action notices involving suspension, demotion, or discharge shall be sent to the Union at the time they are issued. However, failure to do so shall not negate the disciplinary action.

14.6 Career Development - The Employer and the Union agree that employee career growth can be beneficial to both the Employer and the affected employee. As such, consistent with training needs identified by the Employer and the financial resources appropriated therefore by the Employer, the Employer shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the Employer or other institutions for the self-development effort needed to achieve personal career goals.

14.6.1 The Employer and the Union shall meet periodically to discuss the utilization and effectiveness of Employer-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The Employer and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.7 Metro Passes – Effective January 1, 2008, the Employer 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 Employer agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass.

14.7.1 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.

14.7.2 Public Transportation and 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.

14.7.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms 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.

14.8 Identification Badges - Picture identification badges may be issued to employees by the Employer, and if so, shall be worn in a sensible but conspicuous place on the employee's person. The Employer shall pay the replacement fee for a badge that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the badge is lost or mutilated by the employee, there shall be a replacement fee of three dollars ($3.00) to be borne by the employee. The cost of replacing the badge damaged due to normal wear and tear shall be borne by the Employer and shall not be the responsibility of the employee.

14.9 Employee List - Once each calendar year, the Employer shall provide the Union, upon its request, a list of employees within the bargaining unit, with the Court hire date, present classification and social security number of each employee.

14.10 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.

14.10.1 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.

14.11 Alternative Dispute Resolution/ADR - The Employer 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 is entirely voluntary and confidential.

14.12 Employee Discretionary Fund – A fund equivalent to Twenty-one Dollars ($21) per employee per year shall be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement shall not carry forward beyond the expiration date of the current Agreement. Such fund shall be administered by a bargaining unit labor-management committee for unbudgeted training, equipment and/or other job related needs.

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

14.14 Employee Participation in Contract Negotiations – 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.

14.15 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 meal allowance for meals.

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is fifty and a half cents ($.505) for all miles driven in the course of City business on that day.

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

14.17 Safety Standards – 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 Employer than called for as minimum by state codes, Employer standards shall prevail.

14.17.1 At the direction of the Employer, 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 Safety program of the Court.

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

14.17.3 Employee-elected members of the departmental safety committee shall attend such safety committee meetings with no loss in pay.

14.17.4 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.

14.18 Ethical Standards for Court Employees - The Court and the Union recognize that the holding of employment in the court system is a position of public trust. The Court is a unique organization. By definition we are an institution that stands for laws, accountability and consistency. To this point, more than other workplaces, the court can only employ individuals who demonstrate the highest standards of honesty, integrity and ethics. Thus, all court employees must observe the highest standards of ethical conduct as outlined by the Seattle Municipal Court's Code of Conduct and the City of Seattle's Code of Ethics. Regardless of bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

14.19 Criminal Background Investigations - In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

In addition, the Court will conduct background investigations of all employees every three years. If the background investigation on an employee reveals any record of

arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

If the Court places an employee on a non-disciplinary unpaid leave solely because he or she has been denied access to the CJIS system and pending a just cause determination, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 Labor-Management Committee - The Employer and the Union shall establish a joint Labor-Management Committee consisting of five (5) representatives of the Union, including the Business Representative, and five (5) representatives of the Employer, including the Director of Labor relations or his/her representative. The purpose of this Committee shall be to deal with matters of general concern to the Union and the Employer, as opposed to individual complaints of employees; provided however, the Labor-Management Committee shall function in a consultive capacity and shall not be considered a collective bargaining forum nor a decision-making body. Either the Union representatives or the Employer representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. The party requesting a meeting shall do so in writing listing the issues to be discussed.

15.2 Labor-Management Leadership Committee - 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 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.

15.3 Employment Security - 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 work place issues, including administrative and service delivery productivity, efficiency, quality controls, 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. 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 agreement.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with Employer functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the Employer shall be settled in the following manner:

(1) A Union which contends a jurisdictional dispute exists shall file a written statement with the Employer and other affected Unions describing the substance of the dispute.

(2) During the thirty (30) day period following the notice described in Section 16.2 (1), the Unions along with representatives of the Employer shall attempt to settle the dispute among themselves, and if unsuccessful, shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing municipal services; the right to increase, diminish or change operations, in whole or in part; the right to determine municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to a specific job within the bargaining unit in accordance with their job classification or title.

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

17.4 The Employer agrees that performance standards shall be reasonable.

17.5 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 the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described herein, 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.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and the City Charter. When any provision thereof is in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

18.2 The parties hereto and the employees of the Employer are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 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.

19.2 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 20 - GRIEVANCE PROCEDURE

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

An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

20.1.1 Reclassification grievances shall be processed per Section 20.10.

20.1.2 Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure within thirty (30) calendar days of the Union's receipt of the discipline letter.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure within thirty (30) calendar days of the alleged violation.

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

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

20.5 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.

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

20.6.1 Step 1 - A contract grievance shall be verbally presented by the Union representative to the Manager of the aggrieved employee within twenty (20) business days of the alleged contract violation. The parties shall make every effort to settle the contract grievance at this stage promptly. The Manager shall verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative. If the grievance was presented by the employee, the

Manager shall also provide the Union with notification of the response to the grievance.

20.6.2 Step 2 - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at this Step pursuant to Section 20.2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union shall forward the written contract grievance to the Division Director with copies to the Court Administrator and Court Human Resources Manager within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union Representative submits the grievance to the Division Director, the Union or the aggrieved employee or the Division Director 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 Union Representative. 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 Union Representative 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 Representative. 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 Division Director and the Union Representative 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 Director and/or his/her designee shall thereafter convene a meeting within ten (10) business days after

receipt of notification that the grievance was not resolved through mediation between the Union Representative and aggrieved employee, together with theHuman Resources Manager, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or his/her designee shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

Without Mediation

The Division Director and/or his/her designee shall thereafter convene a meeting within ten (10) business days between the Union Representative and aggrieved employee, together with the Court Administrator, Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The Division Director and/or his/her designee shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2, shall be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations and the Court Administrator, with copies to the Court Human Resources Manager and the Division Director. The City Director of Labor Relations and the Court Administrator will determine which entity, the Court or the City, has authority to resolve the grievance at Step 3. The Court and the City will resolve any conflict over which entity has authority to resolve a grievance in accordance with the Letter of Agreement between the Court and the City dated December 10, 2004, a copy of which has been provided to the Union. The timelines for Step 3 shall be extended for up to 30 days, if necessary to resolve any such conflict.

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.

For grievances under City authority, the Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within ten (10) business days. He/she shall thereafter make a confidential recommendation to the Presiding Judge who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

For grievances under Court authority, the Court Administrator or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within ten (10) business days. The Court Administrator shall thereafter give the Union an answer in writing

ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.4 Step 4 – Grievances under City Authority. If the contract grievance is not settled in Step 3, the Union may submit any grievance under City authority to arbitration within twenty (20) business days after the Employer's answer in Step 3. All grievances under Court authority are covered under Section 20.6.5 below.

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.

The notice of arbitration shall be filed with the City Director of Labor Relations with copies to the Court Administrator, Presiding Judge and Court Human Resources Manager, and shall include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.
- Remedy sought.

Within ten (10) business days thereafter, the City Director of Labor Relations or his/her designee shall schedule a meeting or confer with the Union to select an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within five (5) business days after they first meet to determine such an appointee, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators from which the parties may select one.

20.6.5 Step 4 – Grievances under Court Authority. If the contract grievance is not settled in Step 3, the Union may submit the grievance to arbitration within twenty (20) business days after the Employer's answer in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to 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.

The notice of arbitration shall be filed with the City Director of Labor Relations and the Court Administrator, with copies to the Presiding Judge and Court Human Resources Manager, and shall include the following information:

- Identification of Section(s) of Agreement allegedly violated.
- Nature of the alleged violation.
- Question(s) which the arbitrator is being asked to decide.

- Remedy sought.

After the Notice of Arbitration is filed, the Court and the Union will utilize, on a rotating basis beginning with the first Arbitrator listed, an Arbitrator from the following panel of four Standing Arbitrators to hear the parties' dispute:

- Timothy Williams
- Michael Beck
- Eric Lindauer
- Alan Krebs

However, if the Standing Arbitrator who would be next in the rotation is not available to hear the matter within 180 days of the request, the next individual on the list shall be contacted until one of the Standing Arbitrators can hear the matter within 180 days from the date of the request. If none of the Standing Arbitrators is available within 180 days, the Standing Arbitrator who would be next in the rotation will hear the dispute unless parties agree to use one of the other three.

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

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

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

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

20.8.3 The cost of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear the cost of presenting its own case.

20.8.4 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.

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

disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

20.10 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Court Administrator, and the Court Human Resources Manager. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, the proposed job classification, and any other relevant information that will explain why the position should be reclassified. After initial submittal of the grievance, the procedure will be as follows:

(1) The grievant(s) will be required to submit a completed Position Description Questionnaire (PDQ) to the Director of Labor Relations within ninety (90) calendar days of the filing of the grievance. If the PDQ is not submitted with ninety (90) calendar days the grievance will be deemed withdrawn. Upon receipt of the PDQ, the Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

(2) The Court Administrator, upon receipt of the proposed classification determination report from the Director of Labor Relations, will respond to the grievance in writing.

(3) 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:

A. The Union may submit the grievance to binding arbitration per Section 20.6.4, or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Personnel Director within forty-five (45) calendar 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 decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective on January 1, 2008, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and shall remain in full force and effect through December 31, 2010. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

22.1.1 Notwithstanding the provisions of Section 22.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

The Mayor hereby agrees only to those provisions that are related to wages and wage-related benefits. The Presiding Judge hereby agrees only to those provisions that are not related to wages or wage-related benefits.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS, LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By

David A. Grage
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. 122551
Ordinance No. 122684

By

Gregory J. Nickels
Mayor

Date: May 27, 2008

By

Ron Mamiya
Presiding Judge

By

David Bracilano
Director of Labor Relations

APPENDIX "A"
to the
A G R E E M E N T
by and between
CITY OF SEATTLE/SEATTLE MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2008 through December 31, 2010

THIS APPENDIX is supplemental to that AGREEMENT by and between the CITY OF SEATTLE/SEATTLE MUNICIPAL COURT, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective December 26, 2007, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Administrative Support Assistant	16.29	16.92	17.56	18.28	18.28
Administrative Specialist I	17.96	18.58	19.31	20.00	20.00
Administrative Specialist II	19.31	20.00	20.74	21.59	21.59
Administrative Specialist III	20.74	21.59	22.42	23.28	23.28
Administrative Support Supervisor	21.97	22.85	23.75	24.63	24.63
Accounting Support Assistant	16.29	16.92	17.56	18.28	18.28
Accounting Technician I	17.96	18.58	19.31	20.00	20.00
Accounting Technician II	19.31	20.00	20.74	21.59	21.59
Accounting Technician III	21.18	21.97	22.85	23.75	23.75

CLASSIFICATION	HOURLY RATES OF PAY				
	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Accounting Technician Supervisor	22.85	23.75	24.63	25.59	25.59
Court Clerk	19.31	20.00	20.74	21.59	22.46
Court Clerk, Senior	20.46	21.27	22.07	22.96	23.87
Court Clerk, Supervisor	21.97	22.85	23.75	24.63	25.59
Court Cashier	19.05	19.81	20.47	21.30	22.10
Court Cashier, Supervisor	20.58	21.42	22.22	23.09	23.99
EDP Equipment Operator	16.92	17.56	18.28	18.94	19.68
EDP Equipment Operator, Senior	19.68	20.36	21.18	21.97	21.97
EDP Equipment Operator, Lead	20.74	21.59	22.42	23.28	24.16
Office Assistant	13.70	14.29	14.83	15.38	15.96

APPENDIX "B"

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE/MUNICIPAL COURT
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

THIS MEMORANDUM OF UNDERSTANDING is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the international Brotherhood of Teamsters, hereinafter referred to as the Union.

It is understood and agreed by and between the Employer and the Union that Section 7.12 (vacation scheduling) of the Labor Agreement shall be administered as follows:

Vacation requests shall be submitted in writing and shall be approved in writing by the Court Unit Manager or, in those units without a Manager, the Division Director or designee. In Emergencies, or unique circumstances, this advance scheduling process may be waived by the Director or Manager.

Vacation Requests:
Vacation requests shall be submitted by employees between January 15 and February 1, and July 15 and August 1, for the six month period beginning two (2) months after February 1 and August 1 (April through September and October through March).

Non-Peak Periods
If the number of employees requesting time off during a non-peak period of time exceeds the number that can be approved, requests will be granted first to those employees with more service credit in Municipal Court. However, before this final determination is made, within one (1) week after vacation requests are due, the requested times shall be posted so that employees may, among themselves, if they choose, resolve vacation scheduling conflicts. Adjustments must be agreed upon among employees and notice given to the Director within one (1) week after the posting. The Unit manager will then, within one (1) week, post a final vacation schedule incorporating the adjustments agreed upon among employees or he/she will approve or disapprove requests based on the employees' service credit if no such agreement is reached among employees.

Peak Periods
Peak vacation periods are as follows: 1) the beginning of school year 2) Thanksgiving, 3) Christmas, 4) New Years, and 5) July 4th. Each work unit shall develop a procedure for equitable allocation of vacation during the peak periods. The allocation shall allow rotation of preference for the peak periods in the year and from year to year. Vacation requests for these peak periods shall also be submitted by employees between January 15 and February 1, and July 15 and August 1, for the six month period beginning two (2) months after February 1 and August 1 (April through September and October through March).

Additional vacation requests for the designated six (6) month period may be submitted after vacations have been scheduled through the above process and will be considered in the order in which received. The Unit Manager will approve or disapprove the request within one week of its receipt.

A work unit may implement an alternate vacation scheduling process upon approval of the Department Labor-Management Committee.

To resolve issues arising from this scheduling process, a labor-management meeting shall be convened pursuant to Article 15 of the collective bargaining agreement at the request of either the Union or the Court.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES & DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By Robert McCauley
Robert McCauley, Business Agent

Date 12/7/06

CITY OF SEATTLE / MUNICIPAL COURT

By Fred Bonner
Fred Bonner, Presiding Judge

Date 12 8 06

Revised August, 2005

STATE OF WASHINGTON – KING COUNTY

--ss.

224456 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:122684&122685

was published on

05/19/08

The amount of the fee charged for the foregoing publication is the sum of $ 42.15, which amount has been paid in full.

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
STATE OF WASHINGTON

Subscribed and sworn to before me on

05/19/08

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 5, 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. 122685

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

ORDINANCE NO. 122684

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the

International Brotherhood of Teamsters, Local 763 to be effective

through December 31, 2010; and providing payment therefor.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, May 19, 2008.

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