Ordinance No. 122793

Council Bill No. 116318

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010; establishing salary adjustments; and providing payment therefor.

CF No.

Date Introduced: 9.8.08	
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: 9-15-08	Full Council Vote: 8-0
Date Presented to Mayor: 9-16-08	Date Approved: 9.24.08
Date Returned to City Clerk: 9.26.08	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: [signature]
Councilmember

Committee Action:

pass 3 0 MLTR, JG 9/10/08 (CH)

9-15-08 Passed 8 0 (Excused: Drago)

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

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 12, 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, authorizing the execution of a Collective Bargaining Agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z, which represents approximately 28 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.

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ORDINANCE 122793

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010; establishing salary adjustments; and providing payment therefor.

WHEREAS, the collective bargaining agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z, as the representative of the Crew Chiefs bargaining unit, expired on December 31, 2007; and

WHEREAS, collective bargaining between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z has led to an agreement concerning wages, healthcare benefits, salary adjustments, retirement benefits and other conditions of employment as specified in the Collective Bargaining Agreement; and

WHEREAS, Ordinance No. 122551 conditionally authorized the Mayor to sign and/or execute collective bargaining agreements that are consistent with the Tentative Agreement attached to that ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the collective bargaining agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010, substantially in the form attached hereto as Attachment 1 and identified as "Agreement by and between the City of Seattle and Washington State Council of County and City Employees, AFSCME, Local 21Z" 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. Wage adjustments are established and pay authorized back to effective dates for the job titles shown in Attachment 2, identified as "Washington State Council of County and City Employees, Local 21Z Wage Adjustment Summary."

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

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

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

Passed by the City Council the 15th day of September, 2008, and signed by me in open session in authentication of its passage this 15th day of September, 2008.

President _____ of the City Council

Approved by me this 24th day of September, 2008.

Gregory J. Nickels, Mayor

Filed by me this 26th day of September, 2008.

City Clerk

(Seal)

Attachment 1: Agreement by and between the City of Seattle and Washington State Council of County and City Employees, AFSCME, Local 21Z

Attachment2: Washington State Council of County and City Employees, Local 21Z Wage Adjustment Summary

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

Effective January 1~~24~~, 2008~~7~~, through December 31, 2010~~07~~

Attachment 1

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the Washington State Council of County and City Employees, AFSCME, Local 21Z, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

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ARTICLE 1 - NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, or sexual orientation.

1.1.1 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.

1.1.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

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ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

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

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

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

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

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

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

2.1.6
The 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

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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.

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

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

2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.3.1; 17.1.5; 17.3; 17.3.1; 19.1; Article 4, Union Security, Section 4.1.2; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.3.1 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 Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignments shall receive step increases consistent with Personnel Rule 11.

2.3.2 A temporary worker 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.

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2.3.3 Temporary workers 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.

2.3.4 In the event that an interim assignment of a temporary worker to a vacant regular position accrues more than one thousand five hundred (1,500) hours, the department 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.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.

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

2.5.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and, upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department,

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beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.6 The City shall not use temporary employees to supplant permanent positions. Bargaining unit positions shall not be supplanted by use of non-bargaining unit employees.

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ARTICLE 3 - RIGHTS OF MANAGEMENT

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

3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

3.4 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

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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 4 - UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement who is not a member of the Union shall, on or before the thirtieth (30th) day following said date, either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the appropriate Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided, however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular dues uniformly required by the Union of its members.

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

4.1.2 A temporary employee shall pay to the Union in lieu of the union membership requirement of Article 4, a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

4.1.3 The City shall notify the Union of the following information within thirty (30) calendar days of the date of employment: name, address, job classification, job location and date of hire into the bargaining unit.

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

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employee's failure to abide by Section 4.1. In this notice the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City.

Attachment 1

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ARTICLE 5 - GRIEVANCE PROCEDURE

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

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

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

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

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

5.6.1 Step ~~1~~ --1 ~~The~~-- The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a

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meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 -- If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

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

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

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

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step ~~3~~ 3 ~~If~~ If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head.

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.

The Director of Labor Relations or his/her designee shall investigate the alleged grievance and, if deemed appropriate, he/she shall contact the Union within five (5) work days to convene a meeting between the appropriate parties at a mutually acceptable date. He/she shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4 -- If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

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A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of alleged violation;

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

D. Remedy sought.

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.

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

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

A. 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.

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

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

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

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

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procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

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

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

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

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

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

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ARTICLE 6 - WORK STOPPAGE

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

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ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

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

7.2 Effective ~~January 24, 2007~~December 26, 2007, wages will be increased by ~~3.4~~3.8%~~,~~.

7.2.1 Effective January 7, 2009, wages will be increased ~~which is~~ 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~~ August 2006 through June ~~2005~~ 2007 to the period ~~August 2005~~ August 2007 through June ~~2006~~2008.

7.2.2 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.

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

7.2.2 For ~~2007~~2009 and 2010, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

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

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

7.4 Mileage ~~Allowance~~ ~~--~~Allowance ~~An~~-- 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 point five cents (~~$.405~~$.505) per mile for all miles driven in the course of City business on that day. Effective July 1, 2008 the effective reimbursement rate as recognized by the United States Internal Revenue Code is fifty-eight point five cents ($.585) per mile.

7.4.1 The cents per mile mileage reimbursement rate set forth in Section 7.4 shall be adjusted up or down to reflect the current rate.

7.5 ~~Effective 2007, t~~The City shall pay up to Eighty-Five Dollars ($85) per contract year for each employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full Eighty-Five Dollars ($85) in one calendar year may carry over the remaining balance to the next year for use in addition to the Eighty-Five Dollars ($85) allocated for that year. This carryover shall not extend into the ensuing year after the expiration of the contract.

7.6 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.

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

7.7 Metro ~~Passes~~ ~~--~~Passes ~~--~~-- Effective January 1, 2008, ~~T~~the City shall subsidize the cost of monthly transit passes for personal use by employees by not less than ~~Fifteen~~ Thirty Dollars (~~$15~~30.00) per month for employees who purchase such passes.

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

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

7.9 Commercial Driver's ~~License~~ License ~~If~~-- If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

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

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

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

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be obligated to make City trucks or equipment available for skill tests for these individuals.

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

7.10 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 t~~T~~wenty-five d~~D~~ollars ($25) per pay period.

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

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

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ARTICLE 8 - ANNUAL VACATION

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

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

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

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

8.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's

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

8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

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

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

8.8 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

8.9 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.

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

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

8.12 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

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ARTICLE 9 - HOLIDAYS

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

New Year's Day	January 1
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 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 9.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 9.3 shall be made only once per affected employee for any one holiday.

9.1.2 Employees who have either:

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

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

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on pay status their normal workday before or their normal workday following

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

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their regular straight-time rate of pay and, in addition, they shall receive either one and one-half (1 1/2) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1 1/2) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

There shall be no pyramiding of holiday premium pay and overtime pay.

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

~~9.4.1 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours on regular pay status by December 31, 2006, shall receive an additional two (2) personal holidays during 2007 for a total of four (4) personal holidays.~~

~~Effective January 1, 2007, employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status 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 to be added to their leave balance on the pay date of the first full pay period in January of the following year.~~

9.4.1~~2~~ A Personal Holiday shall be used during the calendar year as a regular holiday, in eight (8) hour increments or a pro-rated equivalent for part time employees. Use of a Personal Holiday shall be requested in advance per existing division policy. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

9.5 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

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

9.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. 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.

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ARTICLE 10 - SICK LEAVE AND BEREAVEMENT LEAVE

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

A. Illness or injury that prevents the employee from performing his regular duties;

B. Disability due to pregnancy and/or childbirth;

C. Medical or dental appointments;

D. Care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle Ordinance;

E. Sick leave may be taken by an employee who is absent from work for treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

10.1.2 Unlimited sick leave credit may be accumulated.

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

~~10.1.3.1 **If the eligible-to-retire members of the bargaining unit vote to accept the VEBA,** then all members of the bargaining unit who retire from City service from the date of the vote until December 31, 2007, shall either place their sick leave cashout at 35% into their VEBA account, or 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.~~

~~**If the eligible-to-retire members of the bargaining unit vote to reject the VEBA,** all members of the bargaining unit who retire from City service from the date of the~~

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~~vote until December 31, 2007, 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.~~

~~10.1.3.2 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the department personnel office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.~~

10.1.3~~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.

10.1.4~~5~~ Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

10.1.5~~6~~ Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

10.1.6~~7~~ Conditions Not Covered -- Employees shall not be eligible for sick leave:

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

B. When off work on a holiday;

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

10.1.7~~8~~ Prerequisites for ~~Payment~~ --Payment ~~The~~-- The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.1.7~~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 the employee believes the absence will last for more than one (1) day, in which case notification on his/her first day off will include an expected date of return. 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 relief replacement is necessary when they are absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report to work.

10.1.7~~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, may be required regardless of the number of days involved.

10.1.7~~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. Each supervisor and crew chief shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

10.1.7~~8~~.4 Claims to be in 15 minute ~~increments~~ --increments ~~Sick~~-- Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

10.1.7~~8~~.5 Limitations of ~~Claims~~ --Claims ~~All~~-- 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

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illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.

~~10.1.9 Wellness Incentive Plan -- Employees who, during a payroll year, use less than twenty five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.) This plan will terminate at the end of the "payroll year" in 2007.~~

10.2 Bereavement/Funeral Leave -- Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, that the department head may, when circumstances require and upon application stating the reasons 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 of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather, 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.

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

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ARTICLE 11 – EMERGENCY, SABBATICAL AND OTHER LEAVES OF ABSENCE

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

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

11.2 Sabbatical Leave -- Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33 and Article 12.2.B.~~.~~

11.3 Military Deployment – Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 121885.

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ARTICLE 12 - RETIREMENT

12.1 Pursuant to City Ordinance as cited in the Seattle Municipal Code, all eligible employees shall be covered by the Seattle City Employees Retirement System.

12.2 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.

A. 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 as age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

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

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

B. 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.

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ARTICLE 13 - HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

13.1 The City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna 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) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. 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.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.

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

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

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

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

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

13.3 Long-Term ~~Disability~~ --Disability ~~The~~-- The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium

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cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

13.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 201~~0~~~~04~~ for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 13.3~~2~~.

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

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

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

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ARTICLE ~~14~~ –14 - INDUSTRIAL INJURY OR ILLNESS

14.1 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.

14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

14.3 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.

14.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

14.5 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that 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

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procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, work hardening, conditioning, or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. 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 14.1.

14.7 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.

14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.

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

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

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ARTICLE 15 - EMPLOYEE RIGHTS, SHOP STEWARD RESPONSIBILITIES, AND UNION BUSINESS

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

Disputes involving this section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration. Use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

15.2 Words denoting gender in this agreement are intended to apply equally to either sex.

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

15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).

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15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the afore mentioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the Department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Union's Staff Representative. The Staff Representative shall assume the responsibility of communicating to the Shop Steward or Local Union Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

15.6 Investigatory Interviews -- When an employee is required by the City to attend an interview conducted by the City 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 City representative conducting the investigatory interview. The City, 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.

City Light employees located at the Skagit will be permitted forty-eight (48) hours, from the time the request is made to the City, to obtain Union representation.

15.6.1 In construing this Section, it is understood that:

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

(2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.

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

(4) The employee must make arrangements for Union representation when his/her request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation.

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

15.7 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting:

A. Union bulletins regarding scheduled business and social meetings.

B. Information concerning Union elections and the results thereof.

C. Reports of official business.

Union bulletin board space shall not be used for notices that are political in nature. All material posted shall be officially identified as Washington State Council of County and City Employees, Local 21Z.

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

In accordance with RCW 49.12.250, employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary action or any other material to be included in the personnel file.

15.8.1 Supervisor 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 employee access to such files.

15.9 Employee Participation in Collective Bargaining: -- 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 January 24, 2007, 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:

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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 (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 (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

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ARTICLE 16 - WORK OUTSIDE OF CLASSIFICATION

16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 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.

16.2 An employee may be temporarily assigned to perform the duties of a lower-paid classification without a reduction in pay. When employees voluntarily apply for and

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

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

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

16.4 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 that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

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ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

17.1.1 Meal Period -- Employees shall receive a meal period that shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. 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 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.

17.1.2 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 in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 17.1.1 and 17.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the department head or his/her designee and the Union Staff Representative. The department head designee shall be at the level of at least a division director.

17.1.4 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. At least forty-eight (48) hours' advance notice shall be afforded the Union and employees covered by this Agreement when shift and schedule changes are required by their supervisor. In instances where forty-eight (48) hours' advance notification is not provided to an employee, the employee

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shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

17.1.5 All work performed in excess of eight (8) hours in any workday (except for those employees who work a four (4) day, forty (40) hour work week) or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two ~~one and one-half (1-1/2)~~ times the employee's regular straight-time rate of pay or, by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). ~~Effective May 30, 2007, such overtime work shall be paid for at the rate of two (2) times the employee's regular straight-time rate of pay or, by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).~~ A department head, or his/her designee, may set a maximum level of compensatory time to be accrued at any one time and may set policy and develop procedures for scheduling and approval of compensatory time off.

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.

All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

Discussion of a department's compensatory time policies and procedures shall be a proper subject for discussion in a labor-management meeting if requested by the Union.

17.1.6 Regular full-time crew chiefs working in their title shall have the first right of refusal for scheduled overtime within their work title prior to assignment of overtime to an out-of-class employee, provided that the overtime work is within their same work unit and shift and will not impact job continuation.

17.1.7~~6~~ Emergency Call Back -- Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example:

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Zero (0) minutes to two (2) hours = 4 hours' straight-time pay; two and one-half (2 1/2) hours = 5 hours' straight-time pay; four (4) hours = 8 hours' straight-time pay.

17.1.8~~6~~.1 Definition of an Emergency Call Back -- A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift, and the Call-Back provision shall not apply.

17.1.9~~6~~.2 Extended Emergency Situations -- In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12) hour shifts until the emergency is resolved.

17.1.10~~7~~ Standby Duty. Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall call within 15 minutes after being paged and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the straight-time hourly rate of pay listed in Appendix ~~A for~~A for all hours assigned.

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.1.7~~6~~ above.

17.2 Meal Reimbursement -- When an employee is specifically directed by the City to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift 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 City with a dated original itemized receipt indicating the time of the 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 Six Dollars ($6.00) in lieu of reimbursement for the meal.

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

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

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

1. The time period during which the overtime is worked; and

2. The current Runzheimer Meal – Lodging Cost Index.

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

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

17.2.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 17.2, 17.2.1, and 17.2.2; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.3 Four-Day Work Week -- It is hereby agreed that the City may, notwithstanding Section 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a four (4) day, forty (40) hour work week affecting employees covered by this Agreement. In administering the four (4) day, forty (40) hour work week, the following working conditions (except as modified by Section 17.3.1) shall prevail:

A. Employee participation shall be on a voluntary basis;

B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;

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

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

E. Holidays shall be granted in accordance with Article 9 of this Agreement;

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F. The meal period shall commence no less than two (2) nor more than six and one-half (6-1/2) hours from the beginning of the shift.

17.3.1 9/80 Work Schedule -- It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;

B. Holidays, bereavement/funeral leave and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall be paid at eight (8) hours per incident. Employees may choose either unpaid leave, accrued paid leave, or, with prior written approval, may work an additional hour during the same work week of the holiday/leave day to cover the one (1) hour for each incident. The additional hour worked referenced in this later option shall not be subject to overtime under the provisions of this Agreement or shift differential pay, and shall be scheduled in such a manner as to not require overtime under the Fair Labor Standards Act.

C. The meal period shall commence no less than two (2) nor more than six (6) hours from the beginning of the shift.

17.4 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

SWING SHIFT	$.~~35~~65 per hour
GRAVEYARD SHIFT	$.~~45~~90 per hour

For a ten (10) hour shift, the above swing shift differential shall be due beginning at 2 p.m. or later.

17.4.1 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, or other paid leave benefit.

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

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

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

Attachment 1

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ARTICLE 18 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

18.1 ~~Transfers~~ ~~--~~Transfers ~~The~~-- The transfer of an employee shall not constitute a promotion except as provided in Section 18.1.2E.

18.1.1 Intra-departmental Transfers -- An appointing authority 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.

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

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

B. 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;

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible 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 18.3.4.

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

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 18.4.

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

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;

F. The Personnel Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or different department upon the director's approval of a written request by the appointing authority.

18.1.2.1 Employees transferred pursuant to the provisions of Section 18.1.2 shall serve probationary and/or trial service periods as may be required in Article 20, Sections 20.5; 20.5.1; 20.5.2; and 20.5.3.

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

18.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 18.4.7. Upon a showing, concurred in by the appointing authority that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

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

18.3.1 Layoff -- Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds, or through reorganization.

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

18.3.2 Employees within a given class in a department shall be subject to lay off in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees; *

D. Trial service employees * (who cannot be reverted in accordance with Section 20.4.2); or

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

* (except as their layoff may be affected by military service during probation).

18.3.3 However, the City may lay off out of the order described above for one or more of the following reasons:

A. Upon showing by the department head that the operating needs of the department require a special experience, training, or skill.

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

18.3.4 At the time of layoff, a regular employee or a trial service employee (per Section 18.3.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which he/she is being laid off, provided he/she has successfully completed a probation or trial service period in the lower class in his/her department or he/she may be transferred as provided in Section 18.1.2D. 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 18.4.7.

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18.4 Recall -- The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of layoff.

18.4.1 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.

18.4.2 Refusal to accept 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 lower class.

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

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

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

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

D. 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 Section 20.4 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.4 shall apply.

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

18.4.4 The City may recall laid-off employees out of the order set forth within Section 18.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.

18.4.5 The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall Lists 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.

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

18.4.7 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to his/her regular appointment to a position in that class and shall be applicable in the department in which employed as follows:

A. 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;

B. 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.

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

D. Service credit shall be given for service prior to an authorized transfer;

E. Service credit shall be given for time lost during:

1. Jury duty;

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2. Disability incurred in line of service;

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

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

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

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

A. 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;

B. For any employment prior to a separation from the service other than by a resignation that 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;

18.5 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 for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

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ARTICLE 19 - SAFETY STANDARDS

19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.

19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

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ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

20.1.2 Regular Appointment -- The authorized appointment of an individual to a position covered by Civil Service.

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

20.1.4 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.

20.1.5 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.

20.1.6 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.

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

20.2.1 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.

20.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3.1.

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

20.3.1 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.

20.4 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 20.1.3.

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

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

20.4.3 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.

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

20.4.5 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 promoted or transferred for a period of one (1) year from the date of reversion.

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20.4.6 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.

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

20.4.8 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.

20.4.9 A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been appointed.

20.5 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.

20.5.1 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.

20.5.2 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

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related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

20.5.3 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.

20.6 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.

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

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ARTICLE 21 - GENERAL CONDITIONS

21.1 Upon request of the Union, a labor-management meeting will be convened to discuss new vehicles or equipment assigned to be driven or operated by employees within the bargaining unit.

21.2 Upon request of the Union, a labor-management meeting will be convened to discuss employee requests for training, the available funding, and processes for job application and career advancement.

21.3 Identification Cards – Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by name, department and photograph, consistent with the practice of each department. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

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

21.5 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.

21.6 Parking Past Practice -- In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice

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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.

21.7 Call back/Standby – Waste Water Collection Crew Chief –

When a Drainage and Waste Water Collection Crew Chief is required to respond to a call out, the Crew Chief shall be paid the Waste Water Collection District Crew Chief rate of pay, for all hours worked, within a two (2) hour minimum.

When an above Crew Chief is on standby, he/she shall be paid ten percent (10%) of the District Crew Chief rate for all hours required in said standby position.

21.8 If the pay differential becomes less than four percent (4%) between the top step of a crew chief's rate of pay and the top step of his or her subordinate line staff rate of pay, the Union may request a meeting with the City to discuss the rate of pay.

Attachment 1

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ARTICLE 22 - DISCIPLINARY ACTIONS

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

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

A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Discharge.

Coaching and counseling are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct. The City maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address major disciplinary offenses.

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ARTICLE 23 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

23.1 The City and the Union agree to convene a joint Conference Committee at the written request of either party to this Agreement. The Conference Committee shall consist of no more than three (3) representatives of each of the parties and shall include the Staff Representative of the Union or his/her designated representative and the City of Seattle Director of Labor Relations or his/her designated representative. When the issues to be discussed pertain to a single department, the other members of each party's committee shall be from the given department. Any increase in either party's committee members must be through mutual agreement of the parties. The purpose of the committee is to deal with matters of general concern to the Union and/or the City or a particular department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Union representatives or the City representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. All written requests for a committee meeting shall contain specific reasons for the meeting, including the subject(s) and the names of committee members.

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

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

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

23.3 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.

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23.3.1 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 of the Committee. The Co-chairs of the Coalition will be members of the Leadership Committee.

Attachment 1

CITY CLERK

ARTICLE 24 - SUBORDINATION OF AGREEMENT

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

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

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ARTICLE 25 - SAVINGS CLAUSE

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

Attachment 1

CITY CLERK

ARTICLE 26 - ENTIRE AGREEMENT

26.1 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.

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

CITY CLERK

ARTICLE 27- TERM OF AGREEMENT

27.1 This Agreement shall become effective upon signature of both parties unless specified elsewhere, and shall remain in effect through December 31, 2010~~07~~. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2010~~07~~. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this _____ day of _____, 2008~~7~~

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21Z	CITY OF SEATTLE Executed under authority of Ordinance No. _____ Ordinance No. _____
_____ Ethan Fineout, Staff Representative	_____ Jennifer Tran, Labor Negotiator
_____ Karen Sweeney, Vice President, Local 21Z ~~Lorie Munger, President, Local 21Z~~	_____ Gregory J. Nickels, Mayor _____ ~~Gregory J. Nickels, Mayor~~

Attachment 1

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APPENDIX A

Hourly Rates Effective ~~January 24~~December 26, 2007:

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Asphalt Paving Crew Chief	~~26.82~~ 27.84	~~27.95~~ 29.01	~~29.00~~ 30.10	-	-
Asphalt Paving Supervisor	~~29.36~~ 30.48	~~30.44~~ 31.60	~~31.65~~ 32.85	~~32.91~~ 34.16	-
Construction and Repair Crew Chief	~~26.36~~ 27.36	~~27.35~~ 28.39	~~28.52~~ 29.60	-	-
Disposal Crew Chief I	~~26.82~~ 27.84	~~27.95~~ 29.01	~~29.00~~ 30.10	-	-
Disposal Crew Chief II	~~28.79~~ 29.88	~~29.85~~ 30.98	~~31.01~~ 32.19	-	-
Drainage and Wastewater Collection Crew Chief	~~26.36~~30.10	~~27.35~~31.23	~~28.52~~32.56	-	-
Street Maintenance Crew Chief	~~26.36~~ 27.36	~~27.35~~ 28.39	~~28.52~~ 29.60	-	-
Street Maintenance Supervisor	~~28.52~~ 29.60	~~29.56~~ 30.68	~~30.75~~ 31.92	-	-
Street Paving Crew Chief	~~26.82~~ 27.84	~~27.95~~ 29.01	~~29.00~~ 30.10	-	-
~~Wastewater Collection Crew Chief~~	~~26.36~~ ~~27.36~~	~~27.35~~ ~~28.39~~	~~28.52~~ ~~29.60~~	-	-
Wastewater Collection District Crew Chief	~~28.52~~ 32.56	~~29.56~~ 33.75	~~30.75~~ 35.11	-	-

Attachment 1

CITY CLERK

Washington State Council of County and City Employees, Local 21Z
Wage Adjustment Summary

Jobtitles with retroactive dates to February 7, 2007:

JOB TITLE	STEP	2007 HOURLY RATE	2008 COLA	2008 SALARY ADJUSTMENT	FINAL 2008 SALARY RATE
Drainage & Wastewater Collection CC	1	26.36	3.8%	10%	30.10
	2	27.35	3.8%	10%	31.23
	3	28.52	3.8%	10%	32.56
Wastewater Collection District CC	1	28.52	3.8%	10%	32.56
	2	29.56	3.8%	10%	33.75
	3	30.75	3.8%	10%	35.11

Attachment 2

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 relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010; establishing salary adjustments; and providing payment therefor.

- **Summary of the Legislation:**

The attached Council Bill authorizes the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z (hereafter referred to as "Local 21Z"). 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). Additional negotiated increases beyond a cost of living adjustment are summarized in Attachment 2, identified as "Washington State Council of County and City Employees, Local 21Z Wage Adjustment Summary," based on the City's business need to recruit for and retain positions in these jobtitles. Local 21Z represents approximately 28 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 21Z expired on December 31, 2007. The City and Local 21Z began negotiations in November of 2007. The parties came to a tentative agreement in February of 2008, however, union members voted it down. The parties returned to negotiations, and came to a tentative agreement, which was ratified by union membership, in July 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).

2008 CITY CLERK

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 one hundred percent of the 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), which is 3.8 percent in 2008, 4.5 percent in 2009, and is projected to increase by 3.6 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 $620.3 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 21Z employees would continue to receive wages and benefits that became effective January 24, 2007.

- **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

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

Effective January 1, 2008, through December 31, 2010

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21Z

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the Washington State Council of County and City Employees, AFSCME, Local 21Z, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 - NONDISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, or sexual orientation.

1.1.1 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.

1.1.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT

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

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

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

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

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

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

2.1.6 The 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.

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

2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.3.1; 17.1.5; 17.3; 17.3.1; 19.1; Article 4, Union Security, Section 4.1.2; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.3.1 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 Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignments shall receive step increases consistent with Personnel Rule 11.

2.3.2 A temporary worker 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.

2.3.3 Temporary workers 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.

2.3.4 In the event that an interim assignment of a temporary worker to a vacant regular position accrues more than one thousand five hundred (1,500) hours, the department 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.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.

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

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

2.6 The City shall not use temporary employees to supplant permanent positions. Bargaining unit positions shall not be supplanted by use of non-bargaining unit employees.

ARTICLE 3 - RIGHTS OF MANAGEMENT

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

3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

3.4 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 4 - UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement who is not a member of the Union shall, on or before the thirtieth (30th) day following said date, either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the appropriate Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided, however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular dues uniformly required by the Union of its members.

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

4.1.2 A temporary employee shall pay to the Union in lieu of the union membership requirement of Article 4, a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

4.1.3 The City shall notify the Union of the following information within thirty (30) calendar days of the date of employment: name, address, job classification, job location and date of hire into the bargaining unit.

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

request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

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

5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

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

5.6.1 Step 1 -- The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The

immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 -- If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

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

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and

departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:
The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.6.3 Step 3 -- If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head.

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.

The Director of Labor Relations or his/her designee shall investigate the alleged grievance and, if deemed appropriate, he/she shall contact the Union within five (5) work days to convene a meeting between the appropriate parties at a mutually acceptable date. He/she shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 Step 4 -- If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

A. Identification of Section(s) of Agreement allegedly violated;

B. Nature of alleged violation;

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

D. Remedy sought.

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.

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

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

A. 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.

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

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

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

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

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

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

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

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

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

ARTICLE 6 - WORK STOPPAGE

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

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

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

7.2 Effective December 26, 2007, wages will be increased by 3.8%.

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

7.2.2 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.

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

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

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

7.3.1 When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided that if the employee's salary prior to

reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

7.4 Mileage Allowance -- 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 point five cents ($.505) per mile for all miles driven in the course of City business on that day. Effective July 1, 2008 the effective reimbursement rate as recognized by the United States Internal Revenue Code is fifty-eight point five cents ($.585) per mile.

7.4.1 The cents per mile mileage reimbursement rate set forth in Section 7.4 shall be adjusted up or down to reflect the current rate.

7.5 The City shall pay up to Eighty-Five Dollars ($85) per contract year for each employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full Eighty-Five Dollars ($85) in one calendar year may carry over the remaining balance to the next year for use in addition to the Eighty-Five Dollars ($85) allocated for that year. This carryover shall not extend into the ensuing year after the expiration of the contract.

7.6 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.

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

7.7 Metro Passes -- Effective January 1, 2008, the City shall subsidize the cost of monthly transit passes for personal use by employees by not less than Thirty Dollars ($30.00) per month for employees who purchase such passes. Effective January 1, 2009, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one zone" peak Puget Pass or equivalent.

7.8 Public Transportation & Parking -- The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt,

consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

7.9 Commercial Driver's License -- If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

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

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

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

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

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

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

ARTICLE 8 - ANNUAL VACATION

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

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

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

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

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

8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

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

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

8.8 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

8.9 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.

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

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

8.12 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

ARTICLE 9 - HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s, Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 9.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 9.3 shall be made only once per affected employee for any one holiday.

9.1.2 Employees who have either:

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

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

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from non-pay leave starting

work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their regular straight-time rate of pay and, in addition, they shall receive either one and one-half (1 1/2) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1 1/2) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

There shall be no pyramiding of holiday premium pay and overtime pay.

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

9.4.1 A Personal Holiday shall be used during the calendar year as a regular holiday, in eight (8) hour increments or a pro-rated equivalent for part time employees. Use of a Personal Holiday shall be requested in advance per existing division policy. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 9.3 for all time worked on the originally scheduled Personal Holiday.

9.5 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

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

9.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to

the holiday time off provided for full-time employees. 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.

ARTICLE 10 - SICK LEAVE AND BEREAVEMENT LEAVE

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

A. Illness or injury that prevents the employee from performing his regular duties;

B. Disability due to pregnancy and/or childbirth;

C. Medical or dental appointments;

D. Care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle Ordinance;

E. Sick leave may be taken by an employee who is absent from work for treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

10.1.2 Unlimited sick leave credit may be accumulated.

10.1.3 Upon 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.

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

10.1.5 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Personnel Director or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee may deem appropriate. Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the

employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

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

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

B. When off work on a holiday;

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

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

10.1.7.1 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 the employee believes the absence will last for more than one (1) day, in which case notification on his/her first day off will include an expected date of return. 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 relief replacement is necessary when they are absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report to work.

10.1.7.2 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, may be required regardless of the number of days involved.

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

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

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

10.2 Bereavement/Funeral Leave -- Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, that the department head may, when circumstances require and upon application stating the reasons 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 of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather, 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.

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

ARTICLE 11 – EMERGENCY, SABBATICAL AND OTHER LEAVES OF ABSENCE

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

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

11.2 Sabbatical Leave -- Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33 and Article 12.2.B.

11.3 Military Deployment – Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 121885.

ARTICLE 12 - RETIREMENT

12.1 Pursuant to City Ordinance as cited in the Seattle Municipal Code, all eligible employees shall be covered by the Seattle City Employees Retirement System.

12.2 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.

A. 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 as age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

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

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

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

ARTICLE 13 - HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

13.1 The City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventative as self insured plans, Washington Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. 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.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.

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

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

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

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

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

13.3 Long-Term Disability -- The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars ($667) base monthly wage.

Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

13.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2010 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 13.3.

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

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

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

ARTICLE 14 - INDUSTRIAL INJURY OR ILLNESS

14.1 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.

14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.

14.3 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.

14.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

14.5 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that 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, work hardening, conditioning, or

other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. 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 14.1.

14.7 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.

14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.

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

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

ARTICLE 15 - EMPLOYEE RIGHTS, SHOP STEWARD RESPONSIBILITIES, AND UNION BUSINESS

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

Disputes involving this section of this Article may be processed through an appropriate agency and/or the third step of the grievance procedure, but shall not be subject for arbitration. Use of the grievance procedure may precede the initiation of any other official action involving such a dispute.

15.2 Words denoting gender in this agreement are intended to apply equally to either sex.

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

15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).

15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the afore mentioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at

the Department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Union's Staff Representative. The Staff Representative shall assume the responsibility of communicating to the Shop Steward or Local Union Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

15.6 Investigatory Interviews -- When an employee is required by the City to attend an interview conducted by the City 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 City representative conducting the investigatory interview. The City, 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.

City Light employees located at the Skagit will be permitted forty-eight (48) hours, from the time the request is made to the City, to obtain Union representation.

15.6.1 In construing this Section, it is understood that:

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

(2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.

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

(4) The employee must make arrangements for Union representation when his/her request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation.

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

15.7 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting:

A. Union bulletins regarding scheduled business and social meetings.

B. Information concerning Union elections and the results thereof.

C. Reports of official business.

Union bulletin board space shall not be used for notices that are political in nature. All material posted shall be officially identified as Washington State Council of County and City Employees, Local 21Z.

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

In accordance with RCW 49.12.250, employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary action or any other material to be included in the personnel file.

15.8.1 Supervisor 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 employee access to such files.

15.9 Employee Participation in Collective Bargaining -- 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 January 24, 2007, 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 (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 (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 16 - WORK OUTSIDE OF CLASSIFICATION

16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 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.

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

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

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

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

16.4 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 that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

17.1.1 Meal Period -- Employees shall receive a meal period that shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. 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 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.

17.1.2 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 in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 17.1.1 and 17.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the department head or his/her designee and the Union Staff Representative. The department head designee shall be at the level of at least a division director.

17.1.4 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. At least forty-eight (48) hours' advance notice shall be afforded the Union and employees covered by this Agreement when shift and schedule changes are required by their supervisor. In instances where forty-eight (48) hours' advance notification is not provided to an employee, the employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

17.1.5 All work performed in excess of eight (8) hours in any workday (except for those employees who work a four (4) day, forty (40) hour work week) or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight-time rate of pay or, by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). A department head, or his/her designee, may set a maximum level of compensatory time to be accrued at any one time and may set policy and develop procedures for scheduling and approval of compensatory time off.

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.

All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

Discussion of a department's compensatory time policies and procedures shall be a proper subject for discussion in a labor-management meeting if requested by the Union.

17.1.6 Regular full-time crew chiefs working in their title shall have the first right of refusal for scheduled overtime within their work title prior to assignment of overtime to an out-of-class employee, provided that the overtime work is within their same work unit and shift and will not impact job continuation.

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

Example:

Zero (0) minutes to two (2) hours = 4 hours' straight-time pay; two and one-half (2 1/2) hours = 5 hours' straight-time pay; four (4) hours = 8 hours' straight-time pay.

17.1.8.1 Definition of an Emergency Call Back -- A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated

in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift, and the Call-Back provision shall not apply.

17.1.9.2 Extended Emergency Situations -- In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12) hour shifts until the emergency is resolved.

17.1.10 Standby Duty. Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall call within 15 minutes after being paged and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the straight-time hourly rate of pay listed in Appendix A for all hours assigned.

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.1.7 above.

17.2 Meal Reimbursement -- When an employee is specifically directed by the City to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift 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 City with a dated original itemized receipt indicating the time of the 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 Six Dollars ($6.00) in lieu of reimbursement for the meal.

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

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

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

1. The time period during which the overtime is worked; and

2. The current Runzheimer Meal – Lodging Cost Index.

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

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

17.2.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 17.2, 17.2.1, and 17.2.2; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.3 Four-Day Work Week -- It is hereby agreed that the City may, notwithstanding Section 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a four (4) day, forty (40) hour work week affecting employees covered by this Agreement. In administering the four (4) day, forty (40) hour work week, the following working conditions (except as modified by Section 17.3.1) shall prevail:

A. Employee participation shall be on a voluntary basis;

B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;

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

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

E. Holidays shall be granted in accordance with Article 9 of this Agreement;

F. The meal period shall commence no less than two (2) nor more than six and one-half (6-1/2) hours from the beginning of the shift.

17.3.1 9/80 Work Schedule -- It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;

B. Holidays, bereavement/funeral leave and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall be paid at eight (8) hours per incident. Employees may choose either unpaid leave, accrued paid leave, or, with prior written approval, may work an additional

hour during the same work week of the holiday/leave day to cover the one (1) hour for each incident. The additional hour worked referenced in this later option shall not be subject to overtime under the provisions of this Agreement or shift differential pay, and shall be scheduled in such a manner as to not require overtime under the Fair Labor Standards Act.

C. The meal period shall commence no less than two (2) nor more than six (6) hours from the beginning of the shift.

17.4 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift:

SWING SHIFT	$.65 per hour
GRAVEYARD SHIFT	$.90 per hour

For a ten (10) hour shift, the above swing shift differential shall be due beginning at 2 p.m. or later.

17.4.1 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, or other paid leave benefit.

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

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

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

ARTICLE 18 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

18.1 Transfers -- The transfer of an employee shall not constitute a promotion except as provided in Section 18.1.2E.

18.1.1 Intra-departmental Transfers -- An appointing authority 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.

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

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

B. 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;

C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible 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 18.3.4.

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

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 18.4.

D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of

satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced;

E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;

F. The Personnel Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;

G. Transfer may be made to another similar class with the same maximum rate of pay in the same or different department upon the director's approval of a written request by the appointing authority.

18.1.2.1 Employees transferred pursuant to the provisions of Section 18.1.2 shall serve probationary and/or trial service periods as may be required in Article 20, Sections 20.5; 20.5.1; 20.5.2; and 20.5.3.

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

18.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 18.4.7. Upon a showing, concurred in by the appointing authority that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

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

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

18.3.2 Employees within a given class in a department shall be subject to lay off in accordance with the following order:

A. Interim appointees;

B. Temporary or intermittent employees not earning service credit;

C. Probationary employees; *

D. Trial service employees * (who cannot be reverted in accordance with Section 20.4.2); or

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

* (except as their layoff may be affected by military service during probation).

18.3.3 However, the City may lay off out of the order described above for one or more of the following reasons:

A. Upon showing by the department head that the operating needs of the department require a special experience, training, or skill.

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

18.3.4 At the time of layoff, a regular employee or a trial service employee (per Section 18.3.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which he/she is being laid off, provided he/she has successfully completed a probation or trial service period in the lower class in his/her department or he/she may be transferred as provided in Section 18.1.2D. 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 18.4.7.

18.4 Recall -- The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of layoff.

18.4.1 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.

18.4.2 Refusal to accept 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 lower class.

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

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

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

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

D. 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 Section 20.4 shall apply.

E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.4 shall apply.

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

18.4.4 The City may recall laid-off employees out of the order set forth within Section 18.4.5 upon showing by the department head that the operating needs of the department

require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.

18.4.5 The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall Lists 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.

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

18.4.7 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to his/her regular appointment to a position in that class and shall be applicable in the department in which employed as follows:

A. 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;

B. 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.

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

D. Service credit shall be given for service prior to an authorized transfer;

E. Service credit shall be given for time lost during:

1. Jury duty;

2. Disability incurred in line of service;

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

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

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

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

A. 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;

B. For any employment prior to a separation from the service other than by a resignation that 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;

18.5 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 for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 19 - SAFETY STANDARDS

19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.

19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

20.1.2 Regular Appointment -- The authorized appointment of an individual to a position covered by Civil Service.

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

20.1.4 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.

20.1.5 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.

20.1.6 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.

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

20.2.1 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.

20.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3.1.

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

20.3.1 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.

20.4 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 20.1.3.

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

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

20.4.3 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.

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

20.4.5 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 promoted or transferred for a period of one (1) year from the date of reversion.

20.4.6 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.

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

20.4.8 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.

20.4.9 A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been appointed.

20.5 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.

20.5.1 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.

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

20.5.3 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.

20.6 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.

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

ARTICLE 21 - GENERAL CONDITIONS

21.1 Upon request of the Union, a labor-management meeting will be convened to discuss new vehicles or equipment assigned to be driven or operated by employees within the bargaining unit.

21.2 Upon request of the Union, a labor-management meeting will be convened to discuss employee requests for training, the available funding, and processes for job application and career advancement.

21.3 Identification Cards – Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by name, department and photograph, consistent with the practice of each department. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

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

21.5 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.

21.6 Parking Past Practice -- In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or

some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

21.7 Call back/Standby – Waste Water Collection Crew Chief –

When a Drainage and Waste Water Collection Crew Chief is required to respond to a call out, the Crew Chief shall be paid the Waste Water Collection District Crew Chief rate of pay, for all hours worked, within a two (2) hour minimum.

When an above Crew Chief is on standby, he/she shall be paid ten percent (10%) of the District Crew Chief rate for all hours required in said standby position.

21.8 If the pay differential becomes less than four percent (4%) between the top step of a crew chief's rate of pay and the top step of his or her subordinate line staff rate of pay, the Union may request a meeting with the City to discuss the rate of pay.

ARTICLE 22 - DISCIPLINARY ACTIONS

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

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

A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Discharge.

Coaching and counseling are deemed to be means of communicating and addressing performance deficiencies or behavioral problems to an employee and are not grievable.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct. The City maintains the right to take disciplinary action as it deems appropriate, which may include advancing to an appropriate step in the progressive discipline process to address major disciplinary offenses.

ARTICLE 23 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

23.1 The City and the Union agree to convene a joint Conference Committee at the written request of either party to this Agreement. The Conference Committee shall consist of no more than three (3) representatives of each of the parties and shall include the Staff Representative of the Union or his/her designated representative and the City of Seattle Director of Labor Relations or his/her designated representative. When the issues to be discussed pertain to a single department, the other members of each party's committee shall be from the given department. Any increase in either party's committee members must be through mutual agreement of the parties. The purpose of the committee is to deal with matters of general concern to the Union and/or the City or a particular department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in a consultive capacity and shall not be considered a decision-making body. Either the Union representatives or the City representatives may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. All written requests for a committee meeting shall contain specific reasons for the meeting, including the subject(s) and the names of committee members.

23.2 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 workplace 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 (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

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

23.3 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.

23.3.1 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 of the Committee. The Co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 24 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 25 - SAVINGS CLAUSE

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

ARTICLE 26 - ENTIRE AGREEMENT

26.1 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.

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

ARTICLE 27- TERM OF AGREEMENT

27.1 This Agreement shall become effective upon signature of both parties unless specified elsewhere, and shall remain in effect through December 31, 2010. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2010. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this 6th day of October, 2008

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21Z

Ethan Fineout, Staff Representative

Karen Sweeney, Vice President, Local 21Z

CITY OF SEATTLE
Executed under authority of
Ordinance No. 122551
Ordinance No. 122793

Jennifer Tran, Labor Negotiator

Gregory J. Nickels, Mayor

APPENDIX A

Hourly Rates Effective December 26, 2007:

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Asphalt Paving Crew Chief	27.84	29.01	30.10	-	-
Asphalt Paving Supervisor	30.48	31.60	32.85	34.16	-
Construction and Repair Crew Chief	27.36	28.39	29.60	-	-
Disposal Crew Chief I	27.84	29.01	30.10	-	-
Disposal Crew Chief II	29.88	30.98	32.19	-	-
Drainage and Wastewater Collection Crew Chief	30.10	31.23	32.56	-	-
Street Maintenance Crew Chief	27.36	28.39	29.60	-	-
Street Maintenance Supervisor	29.60	30.68	31.92	-	-
Street Paving Crew Chief	27.84	29.01	30.10	-	-
Wastewater Collection District Crew Chief	32.56	33.75	35.11	-	-

STATE OF WASHINGTON – KING COUNTY

--ss.

229692 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:122791-122795

was published on

10/01/08

The amount of the fee charged for the foregoing publication is the sum of $ 98.35, which amount has been paid in full.

M. DOWD
COMMISSION EXPIRES
NOTARY
PUBLIC
NOV. 21, 2011
STATE OF WASHINGTON

Subscribed and sworn to before me on

10/01/08

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 15, 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. 122795

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

ORDINANCE NO. 122794

AN ORDINANCE relating to City employment commonly referred to as the Third Quarter 2008 Employment Ordinance; establishing new titles and/or salaries; establishing a new salary for a non-represented title in the same class series as a represented title; designating positions as exempt from Civil Service status; and establishing a compensation program by adding a new section to Seattle Municipal Code Chapter 4.20; all by a 2/3 vote of the City Council.

ORDINANCE NO. 122793

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21Z to be effective through December 31, 2010; establishing salary adjustments; and providing payment therefor.

ORDINANCE NO. 122792

AN ORDINANCE relating to economic and community development; authorizing a loan of federal Section 108 loan proceeds to finance acquisition and rehabilitation of a portion of the Bush Hotel at 409 Maynard Avenue South; appropriating and authorizing the disbursement of Brownfields Economic Development Initiative grant ("BEDI Grant") funds to provide loan loss reserves on the loan and to finance project costs associated with the loan; authorizing loan documents, amendments, replacements and related documents and actions; and authorizing amendments to the City's 2005-2008 Consolidated Plan to reflect the transactions contemplated by this ordinance.

ORDINANCE NO. 122791

AN ORDINANCE relating to community development assistance for a dental clinic; authorizing the Director of the Human Services Department to enter into a Memorandum of Agreement with Seattle Chinatown International District Preservation and Development Authority, to partially fund the development of a dental clinic, lifting a budget proviso, changing appropriations, and ratifying and confirming certain prior acts.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, October 1, 2008.

10/1(229692)