

ORDINANCE No. 118167

COUNCIL BILL No. 111287

*Law Department*

The City of Seattle--

INDEXED

REPORT OF CO

... collective  
... between The City  
... Council,  
... 31, 1997;  
... refer.

OK

Honorable President:

Your Committee on Personnel & Labor Policy

to which was referred the within Council Bill No. 111287  
report that we have considered the same and respectfully recom

6/5/96 Pass 3-0 (TW, JM, JS)

*Full Council Vote*

*Tom Mark*

Committee

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

Introduced: <u>6-3-96</u>	By: <u>We...</u>
Referred: <u>6-3-96</u>	To: <u>Personnel</u>
Referred:	To:
Referred:	To:
Reported: <u>JUN 10 1996</u>	Second Reading: <u>JUN 10 1996</u>
Third Reading: <u>JUN 10 1996</u>	Signed: <u>JUN 10 1996</u>
Presented to Mayor: <u>JUN 11 1996</u>	Approved: <u>JUN 14 1996</u>
Returned to City Clerk: <u>JUN 14 1996</u>	Published: <u>Little pg. 2</u>
Vetoed by Mayor:	Veto Published:
Passed ove. Veto:	Veto Sustained:

ORDINANCE 118167

1  
2 AN ORDINANCE authorizing a collective bargaining agreement between The City of  
3 Seattle and Joint Crafts Council, effective through December 31, 1997; and  
4 providing payment therefor.

5 WHEREAS, a collective bargaining agreement between the City and the Joint Crafts  
6 Council, as the representative of certain City employees, expired on December 31,  
7 1994; and

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

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

14 WHEREAS, the Joint Crafts Council and its various affiliated bargaining units were  
15 members of the Coalition of Unions; and

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

19 WHEREAS, collective bargaining has led to an agreement concerning wages and certain  
20 other conditions of employment between the City and the Joint Crafts Council; Now,  
21 Therefore,

22 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

23 Section 1. As contemplated by Ordinance 117487 and as requested by the  
24 Personnel Director and recommended by the Mayor in the materials attached hereto, the  
25 Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining  
26 agreement with the Joint Crafts Council, effective through December 31, 1997,  
27 substantially in the form attached hereto and identified as "Agreement by and between The  
28 City of Seattle and Joint Crafts Council," with "Appendixes A through O" thereto setting  
forth rates of pay for the classes of positions listed therein effective December 28, 1994  
and December 27, 1995.

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

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

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

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

Jan Drago  
\_\_\_\_\_  
President of the City Council

Approved by me this 14 day of June, 1996.

Maurice B. Luce  
\_\_\_\_\_  
Mayor

Filed by me this 14 day of June, 1996.

Judith E. Pappas  
\_\_\_\_\_  
City Clerk

(SEAL)

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City of Seattle Personnel Department

Norman B. Rice, Mayor Sarah Welch, Personnel Director



July 29, 1996

TO: Judith Pippin  
City Clerk

ATTENTION: Margaret Carter

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

SUBJECT: Collective Bargaining Agreement between the City of Seattle and Joint Crafts Council (Ordinance 118167)

Enclosed is one signed copy of the collective bargaining agreement between the City of Seattle and Joint Crafts Council.

SL/bc  
Enclosures

FILED  
CITY OF SEATTLE  
96 AUG -5 AM 11:49  
CITY CLERK

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710 Second Avenue the Hearing Impaired (TDD)  
Seattle, WA 98104-1793 684-7888  
Fax # 684-4157

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118167

**AGREEMENT**

by and between

**THE CITY OF SEATTLE**

and

**JOINT CRAFTS COUNCIL**

**Effective through December 31, 1997**

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A G R E E M E N T  
by and between  
THE CITY OF SEATTLE  
and  
JOINT CRAFTS COUNCIL

January 01, 1995 through December 31, 1997

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**A G R E E M E N T**  
by and between  
**THE CITY OF SEATTLE**  
and  
**JOINT CRAFTS COUNCIL**

**P R E A M B L E**

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council comprised of the following Unions, hereinafter referred to as the Unions, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE I of this Agreement:

Hotel Employees And Restaurant Employees, Local No. 8

Inlandboatmen's Union Of The Pacific

International Alliance Of Theatrical Stage Employees & Moving Picture Technicians, Artists, and Allied Crafts Of The United States And Canada, Local No. 15

International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 79

International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 289

International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104

International Brotherhood Of Electrical Workers, Local No. 46

International Brotherhood Of Teamsters, Local No. 763

International Brotherhood Of Teamsters, Local No. 117

Graphic Communications International Union, Local No. 767-M

International Union Of Operating Engineers, Local No. 302

Painters District Council No. 5

Public Service And Industrial Employees, Local No. 1239

Sheet Metal Workers, Local No. 66

Public Service and Industrial Employees, Local No. 1239, Security Officers

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## ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

- 1.1 The City recognizes the respective Unions as the exclusive collective bargaining representatives for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining units defined in Appendices "A" through "O" of this Agreement. For purposes of this Agreement and the bargaining units described herein the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g. full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.1.7 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short

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period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.2; 5.6; 14.5; 14.6.3; 14.11 and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

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

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

- 0001st hour through 0520th hour . . . . 05% premium pay
- 0521st hour through 1040th hour . . . . 10% premium pay
- 1041st hour through 2080th hour . . . . 15% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 20% premium pay)
- 2081st hour + . . . . . 20% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 25% premium pay)

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

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

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1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

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

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

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

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provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

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

1.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

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

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provided for in Section 1.2.2, or solely to avoid considering creation of permanent positions.

- 1.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12.
- 1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 1.4 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 which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered community service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 1.4.1 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 which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee

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that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

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ARTICLE 2 - NON DISCRIMINATION

- 2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.
- 2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

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### ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 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 appropriate 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 the employee's payment of the regular initiation fee and the regular dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

3.1.2 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 and initiation fees to a non-religious 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.

3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

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3.2.1

The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2

In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3

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 or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

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ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "O" which are attached hereto and made a part of this Agreement.

4.1.1 Effective December 27, 1995, the base wage rates referenced in 4.1 above reflect an increase of ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1995 over the same period in 1994, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for the first half of calendar year 1995 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semi-annual Average 1st half 1995} - \text{Semi-annual Average 1st half 1994}}{\text{Seattle-Tacoma CPI-W} \quad \text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1994, Seattle-Tacoma CPI-W

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

4.1.2 Effective January 8, 1997, the base wage rates referenced in 4.1.1 above shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for first half of calendar year 1996 as published by Bureau of Labor Statistics under the following formula.

$$\frac{\text{Semi-annual Average 1st half 1996} - \text{Semi-annual Average 1st half 1995}}{\text{Seattle-Tacoma CPI-W} \quad \text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1995, Seattle-Tacoma CPI-W

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

4.1.3 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendices attached hereto.

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

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

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

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- 4.2.4 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.
- 4.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."
- 4.2.7.1 Hours worked out of class shall apply toward salary step placement if the employee is promoted, or his/her position reclassified, to the same title as the out-of-class assignment within 12 months of the end of such assignment.
- 4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

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

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

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

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## ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five consecutive days followed by two (2) consecutive days off, except for relief shift assignments, four (4) day/ten (10) hour work schedules and other special schedules.
- 5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.
- 5.1.2 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.
- 5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, 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.
- 5.2 Overtime - All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.

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

5.3 Call Back - Employees who are called back to work after completing their 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: 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.

5.3.1 Definition of a 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 his/her 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.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated 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 of six dollars (\$6.00) in lieu of reimbursement for the meal.

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

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- (1) Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.
- (2) In determining "reasonable cost" the following shall also be considered:
  - The time period during which the overtime is worked.
  - The availability of reasonably priced eating establishments at that time.
- (3) The City shall not reimburse for the cost of alcoholic beverages.

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

5.4.3 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 5.4, 5.4.1 and 5.4.2; 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek 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 in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week.

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

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, 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 that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

- 5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours' work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay.
- 5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3.
- 5.9 Work Outside of Classification - Effective upon the signature date of this Agreement 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 the 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 salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months 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

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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 which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being worked out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

- 5.9.1 The practice of no out-of-class pay for paid leave will continue.
- 5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues 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.
- 5.9.3 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 City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 5.9.5 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 which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

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.

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## ARTICLE 6 - HOLIDAYS

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

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

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

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

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

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

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

- 6.3.1 A Personal Holiday may be used in the same manner as an earned vacation day. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours' advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1-1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hour advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

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ARTICLE 7 - ANNUAL VACATION

- 7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 7.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by industrial insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

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

- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 7.6 In the event that the 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 shall 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 shall be allowed.
- 7.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half ( $\frac{1}{2}$ ) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from 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 accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 7.12 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance

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from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.13

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.

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

8.1 Sick Leave - Regular employees shall accumulate sick leave credit at the rate of .01 for each hour on regular pay status as shown on the payroll, but not to exceed 40 hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.
- Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 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.

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

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

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

8.1.6 Compensation for the first four (4) 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 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.

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

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

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

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

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

- 8.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period for time. The necessary forms shall be available to the employee through his/her Department Supervisor.
- 8.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (½) hour shall be disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 8.1.8.5 Limitations Of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.
- 8.1.8.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.
- 8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence.

In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

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

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

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

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

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

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## ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

- 9.1 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on non-duty status for these three (3) days. If the period of disability extends beyond four (4) 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 9.1 which provides payment at the 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 9.1.
- 9.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 9.1.3 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.
- 9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical

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

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

- 9.2 Initial Care Facility - The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996 unless the time frame is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.
- 9.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.
- 9.4 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties, but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 9.5 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

- 9.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation And Medical Aid.
- 9.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 9.8 The parties agree either may reopen for negotiation the terms and conditions of this Article.

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## ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve- (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.
- 10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.
- 10.1.5 Revert - To return an employee who has not successfully completed his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.
- 10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and his/her name placed on a Reversion Recall List for the class/department from which he/she was removed.
- 10.2 Probationary Period/Status Of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.
- 10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and

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the Union, subject to approval by the Personnel Director prior to the expiration of the initial twelve- (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the 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.

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

10.4 Trial Service Period - An employee who has satisfactorily completed his/her probationary period and who is subsequently appointed to a position in another classification shall serve a twelve- (12) month trial service period, in accordance with Section 10.1.3.

10.4.1 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.

10.4.2 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 that department and classification from which he/she was appointed.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the initial six- (6) month trial service period.

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

- 10.4.6 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.
- 10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- 10.4.8 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.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- 10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.
- 10.5 Subsequent Appointments During Probationary Period Or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve- (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a twelve- (12) month trial service period be served in that department.
- 10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve- (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve- (12) month trial service period in the new classification.

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- 10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the 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.
- 10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.
- 10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.
- 10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

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ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(4).

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

11.1.2 Other transfers may be made upon consent of the Department Head of the departments involved and with the Personnel Director's approval as follows:

- (1) Transfer in the same class from one department to another.
- (2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- (3) Transfer, in lieu of layoff, may be made to a position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced.
- (4) Transfer, in lieu of layoff, may be made to a position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(3) is not practicable.
- (5) The Personnel Director may approve a transfer under Sections 11.1.2 (1), (2), (3) or (4) with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- (6) Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

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

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

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

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

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

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

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

11.3.2 The City may lay off out of the order set forth within Section 11.3.1 for one of the following reasons:

- (1) Upon showing by the Department Head that the operating needs of the department require a special experience, training, or skill.
- (2) When (1) women or minorities are substantially under represented in an "Equal Employment Opportunity" category within a department; or (2) a planned layoff would produce substantial under representation 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.

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

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

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

- (1) After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- (2) A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- (3) Service Credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.
- (4) Service credit shall be given for service prior to an authorized transfer.

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

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

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

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

11.3.6 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.

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

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

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

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

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

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

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

11.4.5.1 If a vacancy is to be filled in a department and a Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from a different department, the following shall be the order of certification.

- (1) Regular employees in the order of their length of service.
- (2) The regular employee on such register who has the most service credit and who at the time of layoff was performing services essentially the same as required by the vacancy shall be offered employment on a trial basis in said vacancy.
- (3) A department may refuse to employ a person referred to it pursuant to this Section upon providing a reasonable justification therefor in writing to the Personnel Director and the Union.
- (4) This Section shall only be applicable to those positions which are covered by this Agreement.

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

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Section 11.4.5.1 shall no longer be restricted only to those positions which are covered by this Agreement but shall cover all positions within the non-uniformed classified service.

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

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

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

- 12.1 Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health which are applicable to employees covered by this Agreement and which were in effect upon the date of execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.
- 12.1.1 During calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the City and the Unions party to this Agreement.
- 12.1.2 As an alternative, the employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997 for that program or a similar program mutually agreed upon by the City and the Unions party to this Agreement.
- 12.1.3 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997.
- 12.1.4 The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.
- 12.1.5 Effective January 1, 1996, employees who retire on or after January 1, 1995, and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experience rated with active employees.
- 12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect

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

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

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

12.4 The health care programs cited in Sections 12.1, and 12.2 do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

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

12.5 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits provided such change maintains substantially the same level of medical or dental benefits and is more cost effective. The City, at its discretion, may provide, and later discontinue if it

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deems appropriate, any other medical care or dental care options in addition to those cited in Sections 12.1, 12.2 and 12.4.

12.6 The City and the Union shall participate in a study committee comprised of six (6) union representatives, one of which shall be the President of the Joint Crafts Council or his/her designee, and six (6) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees. This study committee, which shall be established for the purpose of reviewing and analyzing the means by which to contain medical and dental care costs, shall function in a consultive manner. The membership of this study committee may be expanded upon agreement of the study committee. If the City and the Union(s) affected by the City's medical care and dental care plans agree upon changes to the existing benefit mix of the plans which reduce the monthly medical or dental care premium rates during the term of this Agreement, the amount the premium is reduced, e.g., \$5.00, shall be divided so that one-half (\$2.50) is used for benefit improvements as negotiated by the parties and the other half (\$2.50) is retained by the City.

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

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

12.7.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.7 or 12.7.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact and the parties, through a committee comprised of six (6) union representatives, one of which shall be the President of Joint Crafts Council or his/her designee, and six (6) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees, shall immediately thereafter negotiate over how said money shall be utilized. The membership of this committee may be expanded or changed upon agreement of the committee.

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

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

12.8.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.8 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.8.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 1994 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.8.

12.9 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. The implementation of the long-term care benefit will correspond with the implementation of the City's new HRIS system.

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ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance - Effective January 15, 1995, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the 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 but in no event less than twenty-nine cents (29¢) for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The cents (¢) per mile mileage reimbursement rate set forth within Section 14.1 shall be adjusted January 15th of each year to reflect the then current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.

14.2.1 City Light employees normally assigned to Ross Powerhouse shall continue to travel on their own time. However, when employees normally assigned to Gorge Powerhouse or to Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in Department vehicles or vessels on Department time. Travel time shall not be paid when suitable board and lodging are available at Ross.

14.3 City Light Department Out of Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

- (1) Acceptable board and lodging shall be furnished by the Department.
- (2) Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and

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from Seattle outside of regular working hours shall be at the overtime rate of pay.

- (3) The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- (4) An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- (5) At least one (1) day's notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- (6) In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

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

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a

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disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

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

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Joint Crafts Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Joint Crafts Council or its affiliates in an area accessible to employees covered by this Agreement; provided however, said space shall not be used for notices which are

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controversial or political in nature. All material posted by the Joint Crafts Council or its affiliates shall be officially identified as such.

14.8 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.

14.8.1 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 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.
- (3) The employee must make immediate arrangements for Union representation when his/her request for representation is granted.
- (4) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

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

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same

which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

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

14.11 Footwear Allowance - Effective upon signature date of the agreement, the City shall pay up to seventy dollars (\$70.00) per contract year for each regular 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 \$70 in one calendar year may carry over the remaining balance to the next year for use in addition to the \$70 allocated for that year. This carryover shall extend only for the term of the contract, and not into the ensuing year after the expiration of the contract. This provision shall include all classifications working within the City Zoo. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the seventy dollar (\$70.00) footwear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees.

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

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

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

The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters which may be necessary for an effective commute trip reduction program, as required by the City of Seattle ordinance and state law RCW 70.94.521-551.

14.15 Metro Passes - The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifteen dollars (\$15.00) per month for employees who purchase such passes. Any future increase in transit subsidy enacted by the City will be passed along to bargaining unit members.

14.16 On or about May 1 of each calendar year, the City shall provide the Joint Crafts Council with a current listing of all employees within each bargaining unit.

14.17 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 involves the driving of vehicles requiring the driver to have a State Commercial Drivers License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay a maximum amount of thirty eight dollars (\$38.00) for the physical exam required to obtain or renew the license or an amount equal to that charged by certain community clinics selected by the City for this purpose. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Pacific Health) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 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

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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 these individuals shall 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 schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.18 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

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ARTICLE 15 - JOINT CRAFTS COUNCIL AND LABOR-MANAGEMENT COMMITTEES

- 15.1 It is the intent of each of the Unions to carry out its collective bargaining responsibility as a member of the Joint Crafts Council, an organization consisting of various Unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Unions on matters subject to collective bargaining. Each of the Unions agree that all representations made on its behalf by the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Crafts Council shall have the same effect as notices exchanged directly between the City and the Unions.
- 15.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by Unions affiliated with the Joint Crafts Council. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Crafts Council to effect this end.
- 15.3 The mutual recognition of the Joint Crafts Council for the purposes stated herein shall continue except and until such time as either the City advises the Unions or any one Union; or the Unions or any one Union advises the City in writing of its desire to withdraw such recognition and provided further that a period of one hundred twenty (120) days has elapsed from the date of such advisement. Thereupon, the Joint Crafts Council shall no longer represent any such Union or Unions. In no event, however, shall any such notice terminate or otherwise interrupt this Agreement and the only effect of any such advisement shall be to eliminate the Joint Crafts Council as a vehicle for collective bargaining with respect to subsequent labor contracts.
- 15.4 The Joint Crafts Council shall constitute the principal forum for the Unions signatory to this Agreement to present suggestions and complaints of a general nature affecting employees of the City. To this end, the duly authorized representatives of the Joint Crafts Council shall function as one-half of a Labor-Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by Law or by other provisions of this Agreement. This committee shall only function in a consultative capacity.

## ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Unions signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, 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 Unions and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

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

- (1) Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union(s) shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Unions(s);
- (2) The Unions(s), its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- (3) The Unions(s), its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- (4) The Union(s) shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union(s) and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

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

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

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

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ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.
- 17.2 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, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out of class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 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.
- 18.2 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 19 - ENTIRE AGREEMENT

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

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ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within thirty (30) calendar days of the alleged contract violation.
- 20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3 and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 20.4.1 The City and the Union shall make every effort to resolve any alleged contract violation arising under this Article as soon as is reasonably possible once it has been brought to their attention; provided however, notwithstanding the provisions of Section 20.4, neither the City nor the Union shall be precluded from enacting the arbitration process set forth within Section 20.6.4 (Step 4) for the purpose of resolving the alleged contract violation if such dispute has been timely and appropriately introduced as provided for within Section 20.2.1 and if such dispute has been referred to the American Arbitration Association for arbitration no later than one hundred eighty (180) calendar days from the occurrence of the alleged contract violation for a Step 1 grievance or one hundred thirty five (135) calendar days from the occurrence of the alleged contract violation for a Step 2 grievance or ninety (90) calendar days from the occurrence of the alleged contract violation for a Step 3 grievance.

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

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

20.6.1 (Step 1) - A contract grievance shall be verbally or in writing presented by the Union representative to the immediate supervisor of the aggrieved employee within a timely fashion pursuant to Section 20.2.1. 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 verbally or in writing answer the grievance within fifteen (15) calendar days after discussion of the alleged contract grievance with the Union representative.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within fifteen (15) calendar days after the Step 1 answer. The Division Head shall thereafter convene a meeting within fifteen (15) calendar days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within fifteen (15) calendar days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within fifteen (15) calendar days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within thirty (30) calendar days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within fifteen (15) calendar days. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing fifteen (15) calendar days after receipt of the contract grievance or the meeting between the parties.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within thirty (30) calendar days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

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

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

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

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

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

Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, i.e., suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

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

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ARTICLE 21 - SAVINGS CLAUSE

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

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## ARTICLE 22 - TERM OF AGREEMENT

- 22.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere in the Agreement, and shall remain in full force and effect through December 31, 1997. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 1997. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 22.1.1 Notwithstanding the provisions of Section 22.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.
- 22.2 Gainsharing Program - At its option, the City may implement a gainsharing program during the term of this Agreement. If a gainsharing program is proposed that affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement, implementation shall be subject to mutual agreement between the Unions and the City.
- 22.3 Classification and Compensation Study - The City reserves the right to open this Agreement for the purpose of negotiating changes to the City's classification and compensation systems.
- 22.4 Drug and Alcohol Prevention Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of programs to maintain a drug- and alcohol-free workplace.
- 22.5 Potential Citywide EEO/Internal Inquiry Complaint Program - The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the implementation of an internal EEO complaint process which may preclude other City processes now available; however, the process will not take away any individual contractual or legal rights. Such process may include a means by which such complaint may be mediated to achieve early, mutually satisfactory resolution.
- 22.6 Cost Comparison Methodology - The City or the Union may open this agreement for the purpose of revising the cost comparison methodology developed by the

Task Force on Service Delivery Efficiencies and to negotiate possible incorporation of the methodology into the contract by a Memorandum of Understanding.

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

Signed this 24 day of July, 1996

JOINT CRAFTS COUNCIL

CITY OF SEATTLE, WASHINGTON

Executed Under Authority of Ordinance No. 118167

By John L. Masterjohn  
JOHN L. MASTERJOHN, President

By Norman B. Rice  
NORMAN B. RICE, Mayor

By \_\_\_\_\_  
Vice President

By Steve Lakich  
Steve Lakich  
Director of Labor Relations

THE UNIONS HEREINAFTER LISTED, as a party to the Agreement by and between the City of Seattle and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Joe Marum  
Hotel Employees And Restaurant Employees, Local No. 8

By Scott Bray  
Inlandboatmen's Union Of The Pacific

By Don Cool  
International Alliance Of Theatrical Stage Employees & Moving Picture Machine Operators Of The United States And Canada, Local No. 15

By Arthur J. Boutin  
International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 79

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By Arthur J. Beckett  
International Association Of Machinists & Aerospace Workers District No. 160,  
Lodge No. 289

By Michael R. Anderson  
International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths,  
Forgers And Helpers, Local No. 104

By G. R. Rinnico  
International Brotherhood Of Electrical Workers, Local No. 46

By [Signature]  
International Brotherhood Of Teamsters, Local No. 763

By John A. Williams  
International Brotherhood Of Teamsters, Local No. 117

By Mark [Signature]  
Graphic Communications International Union, Local 767-M

By Larry B. Johnson  
International Union Of Operating Engineers, Local No. 302

By Robert [Signature]  
Painters District Council No. 5

By John Mustajel  
Public Service And Industrial Employees, Local No. 1239

By [Signature]  
Sheet Metal Workers, Local No. 66

By John Mustajel  
Public Service and Industrial Employees, Local No. 1239, Security Officers

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APPENDICES  
"A" through "O"  
to the  
AGREEMENT  
by and between  
THE CITY OF SEATTLE  
and  
JOINT CRAFTS COUNCIL

Effective through December 31, 1997

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APPENDIX "A"

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES, LOCAL NO. 8

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Hotel Employees and Restaurant Employees, Local No. 8, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

A.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Cook .....	\$14.67	\$15.26
Cook, Supervising .....	16.76	17.38

A.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Cook .....	\$15.10	\$15.70
Cook, Supervising .....	17.25	17.88

A.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

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APPENDIX "B"

INLANDBOATMEN'S UNION OF THE PACIFIC

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Inlandboatmen's Union Of The Pacific, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

B.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>			
	<u>STEP A</u> <u>00-06m</u>	<u>STEPB</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m +</u>
Passenger & Tugboat Operator, Sr. . . . .	\$17.40	\$18.10	\$18.41	\$19.14
Passenger & Tugboat Operator . . . . .	15.73	16.13	16.76	17.40

B.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>			
	<u>STEP A</u> <u>00-06m</u>	<u>STEPB</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m +</u>
Passenger & Tugboat Operator, Sr. . . . .	\$17.90	\$18.62	\$18.94	\$19.70
Passenger & Tugboat Operator . . . . .	15.98	16.60	17.25	17.90

B.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

B.2 Physical Exams for Renewal of Coast Guard Licenses - The City Of Seattle City Light Department shall pay a maximum of forty dollars (\$40.00) for Senior Motorboat Operators/Senior Passenger and Tug Boat Operators and Motorboat Operators/Passenger and Tug Boat Operators who are required to obtain physical exams to renew their Coast Guard license. This shall apply only to those employees who are not covered by a City-paid Health Maintenance Organization Plan, i.e., Group Health or Pacific Health and who obtain such physical exam at the Multi-Service Center near Northgate in Seattle, Washington. The exam shall consist of a review of the employee's general physical condition, visual acuity and

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hearing per Merchant Marine Personnel Physical Examination Report (Coast Guard Form C.G.-719K and OMB Number 2115-0501).

B.2.1 Employees shall be provided up to eight (8) hours of straight-time release time, paid by The City Of Seattle City Light Department, to take the exam when such schedule has been arranged with their supervisor; provided however, no overtime, meal or mileage reimbursement shall be paid, nor shall the City provide transportation.

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APPENDIX "C"

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES & MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL NO. 15

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Alliance Of Theatrical Stage Employees & Moving Picture Technicians, Artists and Allied Crafts Of The United States And Canada, Local No. 15, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

C.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>9-30m</u>	<u>STEP D</u> <u>31.m +</u>
Crew Chief, Stage .....	\$19.36	\$20.17	\$20.91	\$21.67
Stage Technician Rigger .....	19.51	19.51	19.51	19.51
Lead Stage Technician .....	17.71	18.41	18.41	18.41
Stage Technician-Intermittent .....	17.07	17.07	17.07	17.07

C.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>9-30m</u>	<u>STEP D</u> <u>31.m +</u>
Crew Chief, Stage .....	\$19.52	\$20.75	\$21.52	\$22.30
Stage Technician Rigger .....	20.08	20.08	20.08	20.08
Lead Stage Technician .....	18.22	18.94	18.94	18.94
Stage Technician-Intermittent .....	17.57	17.57	17.57	17.57
*Grip-Intermittent .....	15.36	15.36	15.36	15.36

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\*NOTE: Effective upon the signature date of this agreement, a new title of Grip-Intermittent is established with a wage of \$15.36 per hour. (Work performed by Lead Stage Technicians, Stage Technician Riggers, fork lift operators, "manlift" operators, spot operators and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.)

- C.1.2 Stage Technician-Intermittent, Lead Premium - The Stage Crew Chief or his/her designee may assign a Stage Technician-Intermittent to act as a Lead. Effective the signature date of this Agreement, for all hours while so assigned such Lead shall be paid at the first Step of a regular Lead Stage Technician. This premium rate shall only be paid for hours worked and shall be multiplied by the overtime rate for overtime hours worked. Under the general supervision of Lead Stage Technician(s), Stage Technician-Intermittent, Lead(s) shall be expected to make task assignments and direct the work activities of Stage Technician-Intermittents in accordance with Seattle Center policies. The Department may request that specific Stage Technician-Intermittents if available, be dispatched to perform such work.
- C.1.3 Due to the nature of the business and the working conditions, Sections 1.4 and 1.4.1 shall not apply to employees covered by this Appendix.
- C.1.4 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- C.1.5 Stage Technicians who perform work on temporary stage structures and are at or above ten feet from ground level and therefore required to wear fall-protection gear, or who are required by the Lead Technician to wear fall-protection gear due to inclement weather or other legitimate safety concerns, shall be compensated at the applicable rigger rate of pay for a minimum of one hour.
- C.2 Lead Stage Technicians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday to Tuesday.
- C.3 Jurisdiction - The exclusive jurisdiction covered by the terms of this Appendix to be performed by regular and/or temporary bargaining unit employees represented by the Union shall generally encompass the unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials within the Seattle Center grounds as more specifically hereinafter described.
- C.3.1 The City shall notify the Union in writing when a new venue is to be established at Seattle Center. A new venue shall be defined as any permanent structure designed to produce theatrical events for an audience. The City shall inform the Union if the jurisdictional provisions set forth in this Appendix are not applicable to a new venue.
- C.3.2 The following City-owned equipment shall be handled and/or operated exclusively by regular and/or temporary bargaining unit employees:

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- Stage platforms, stage platform steps, chairs, podiums, music stands and lecterns.
- Followspots
- Forklifts when utilized in connection with stage work
- Light-Control Boards, house light-control boards and systems, including PC-based systems, and ancillary systems. (Operation of the Light-Control Boards in the Arena, Bagley-Wright Theater, Opera House, and Key Arena shall be restricted solely to regular, full-time employees; provided however the Light-Control Computer Board at the Bagley-Wright Theater may be operated by employees of the Seattle Repertory Theater under terms of the Labor Agreement by and between the Seattle Repertory Theater and the Union). Operation of the light-control boards for Seattle Center-sponsored and co-sponsored events in the Charlotte Martin Theater, the Group Theater and the Seattle Center Playhouse shall be restricted to regular, full-time employees, when available at their regular, straight-time rate of pay and Stage Technician-Intermittents when regular, full-time employees are not available at their regular, straight-time rate of pay. Operation of the light control boards for Center House Stage shall be restricted to regular, full-time employees; regular, part-time employees; or Stage Technician-Intermittents.
- Counterweight systems (pin rail through batten)
- Pianos
- Stage curtains and other hanging goods
- Large semipermanent projection screens
- Choral risers
- Choral shells (excluding symphony shell)
- Wrestling and boxing rings
- Cables, block and falls when used as part of theatrical suspension systems
- Pit covers
- Theatrical lighting instruments including automated moving lights
- Houselights

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- Electrical cables
- Flags on stage
- Scenic elements
- Staging barricades

C.3.3 The following job duties shall be performed exclusively by regular and/or temporary bargaining unit employees:

- Rigging on the Seattle Center grounds. "Rigging" shall be defined as work directly related to the suspension of temporary or permanent stage equipment by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points on vertical walls on the Seattle Center grounds. "Specific safe points" shall be defined as overhead catwalk supporting beams, stage house grids, and vertical walleye bolts. Rigging may also include the unloading and loading of accessible rigging gear such as cables, pulleys, tackle, winches, etc. Individuals who travel with and who are employed by a circus utilizing a Seattle Center facility, who have traditionally and historically performed work as hereinbefore described, shall continue to perform such work on an exempt basis.
- Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2 (except in the Playhouse) and/or major stage events held within the Arena, Key Arena, Opera House, the Center House Stage, and for Seattle Center sponsored or co-sponsored events booked by the Seattle Center in the Memorial Stadium, the Charlotte Martin Theatre, the Group Theatre, and Bagley-Wright (excluding the Gilbert and Sullivan production except when City-owned equipment is involved). "Major stage events" shall be defined as those events, productions, shows, functions and/or concerts involving comedic, magical, musical, instrumental and/or spiritual-type public attractions. Examples of such type of public attractions are those which have been and are produced by Albatross, John Bauer, Concerts West, Jack Roberts, Entertainment Consultants, Inc., World Assembly Productions, Gospel Concerts, Billy Graham's Crusade, etc. Major stage events shall not include flat-floor consumer and trade shows or stage events contained therein except as provided for by Section C.3.2. Stage Technician employees shall have jurisdiction over stage work (whether City equipment or not) which occurs within flat-floor trade and consumer shows in the Key Arena and Arena when the activity taking place is a significant entertainment performance. Stage Technician employees shall have jurisdiction over stage work (whether City equipment or not) which occurs within flat-floor trade and commercial

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shows in the Exhibition Hall, Flag Pavilion and Seattle Center Pavilion when the activity taking place is a significant entertainment performance with the limitation that the Seattle Center may exempt an event in these venues when the event is either financially insecure, not commercial and/or of a small size. Additionally, major stage events held in the Exhibition Hall and Flag Pavilion, with limitations on the jurisdiction as expressed for the Arena, Key Arena, Opera House and Bagley-Wright, shall be staffed by regular and/or temporary bargaining unit employees. Such limitations shall include the ability of the Seattle Center to exempt an event in the Exhibition Hall or Flag Pavilion from the provision of Section C.3.3 when the event is either financially insecure, not commercial, and/or of a small nature. Individuals who travel with and who are employed by such major stage events on a regular ongoing basis who have traditionally and historically performed work as hereinbefore described on an exempt basis, commonly referred to as "roadies," shall continue to be permitted to perform such work on an exempt basis. Personnel, commonly referred to as "runners" who are hired by a concert production company shall continue to perform their normal duties as such on an exempt basis. Major stage events recognized as yellow-card productions shall be exempt from this definition. "Yellow-card productions" shall be defined as those road show productions with which the International Alliance of Theatrical Stage Employees & Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada (IATSE) has a current nationwide Labor Agreement. Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) for major stage events recognized as yellow-card productions shall be performed by employees of such yellow-card production company under terms of the Labor Agreement by and between that particular yellow-card production company and IATSE.

- Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2 (except in the Playhouse) and/or Seattle Center produced or coproduced stage events held within the Seattle Center grounds. "Seattle Center produced or coproduced stage events" shall be defined as those events which are produced by the Seattle Center or which are produced by the Seattle Center in conjunction with a production company. Examples of such type productions are those such as Bumbershoot, Folk Life, Cherry Blossom Festival, Fiestas Patrias, Sci-Fi Expo, Imagination Celebration, Children's Festival, etc.
- Maintenance, repair, and custodial care for the stage areas which shall include such areas as the light bridge, light booth and pit in the Bagley-Wright Theater, and Opera House.

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- Occasional, limited arrangement on stage of chairs, flags, lecterns, music stands/lights and podiums, and the occasional, limited operation of theatrical light instruments may be performed by designers, technical directors, or volunteers associated with a lessee of a Seattle Center facility or associated with a coproducer of a Seattle Center sponsored event, and other Seattle Center staff who have traditionally and historically performed such work on a limited occasional basis.
- In those occasional and limited instances where there exists a need for the City to secure certain equipment on a rental basis and it is required by the company renting out such equipment that the rented equipment be operated by an employee of the rental company, such requirement shall not be considered a violation of this Agreement nor shall the terms of this Agreement apply to such employee.
- Notwithstanding any provision to the contrary as may be contained elsewhere within this Appendix, there shall be a Seattle Center employed Stage Technician in control and in charge of all stage work involving Seattle Center equipment and enforcement of all Seattle Center policies and procedures relative to stage work.
- The laying of temporary electrical and control cable in catwalks and light-ring of Key Arena for purpose of installing, theatrical apparatus or photographic lights.
- Any City-sponsored or cosponsored event in the Playhouse (except when Intiman performs a regular season production for Bumbershoot).
- If the lease with Intiman is voided or terminated, then regular and/or temporary bargaining unit employees shall reassume jurisdiction over City-owned equipment in the Playhouse in accordance with previous Agreement.

C.3.4 It is the intention of the City and the Union to identify and cover under terms of this Agreement that work which has historically and traditionally been performed by employees working under terms of past labor agreements by and between the Union and the City, and/or the Union and those type of major production companies with whom the City has had lease arrangements for use of the Arena, Key Arena, Opera House, Bagley-Wright, Exhibition Hall, and Flag Pavilion to produce major stage events.

C.3.5 A committee comprised of two (2) representatives of the City and two (2) representatives of the Union shall be established for the purpose of adjudicating jurisdictional disputes relating to work alleged to be covered by this Appendix. A majority decision of the committee shall be final and binding upon the City and the Union. Failure of the committee to reach a majority decision shall permit the

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grieving party the right to immediately thereafter advance to Section 20.6.4 (Step 4) of the grievance procedure for purposes of resolving the dispute.

C.3.6 Those individuals employed by certain performing arts organizations who maintain seasonal contracts with the Seattle Center, those being the Seattle Repertory Theatre, the Seattle Symphony Orchestra, the Seattle Opera Association, and the Pacific Northwest Ballet Association, shall continue to perform work otherwise normally covered by this Agreement under terms of the labor agreement by and between said performing arts organization(s) and the Union. The Seattle Center House Theater and Playhouse (unless otherwise indicated in this Appendix) shall be exempt from this Agreement.

C.4 Dispatching of Stage Employee-Intermittents - The Seattle Center shall, through City hiring procedures, establish a list of employees from which Stage Employee-Intermittents shall be dispatched by the Union for temporary work at the Seattle Center upon a call from the Seattle Center. Stage Employee-Intermittents shall be dispatched in a manner agreed upon by the City and the Union involving seniority, rotation by hours worked, and specific qualifications. The Union shall be responsible for the proper dispatching of such Stage Employee-Intermittents when a request for employment of a Stage Employee-Intermittent is made by the Seattle Center. The Union shall be liable for all complaints and/or grievances relating thereto. The dispatching system shall encompass the following conditions:

- Those individuals on the Seattle Center Stage Employee-Intermittent Dispatch List as of January 17, 1983, shall remain on said list without further examination or review of their qualifications for job functions to be performed as Stage Employee-Intermittents. These particular Stage Employee-Intermittents shall be recognized as being qualified to perform all Stage Employee work for which the City and the Union have agreed said employees are qualified to perform and for which they have previously demonstrated their competence. The Stage Employee-Intermittent Dispatch List shall be modified to reflect the addition of new individuals and/or to reflect the deletion of existing individuals on the list who self-terminate or who are suspended or discharged.
- Only individuals on the Seattle Center Stage Employee-Intermittents Dispatch List shall be dispatched by the Union.
- Only those individuals qualified to perform special functions, such as rigging and operation of a forklift, as designated by the Seattle Center shall be dispatched by the Union when a request is made by the Seattle Center for individuals to perform such specific type work.
- The number of Stage Employee-Intermittents called for work through the dispatching system, the call time and the utilization and/or assignment of

employees for particular tasks shall be determined by the Seattle Center. The Seattle Center shall continue to establish work procedures and shall direct and supervise those Stage Employees-Intermittents who have been dispatched by the Union at the Seattle Center's request to work at the Seattle Center.

- The Seattle Center shall have the unequivocal right to immediately suspend, terminate or otherwise remove from work and the Stage Employee-Intermittent Dispatch List, any Stage Employee-Intermittent for just cause. In the event the Union should decide to grieve such action, said grievance shall be processed in accordance with Article 20, Grievance Procedure.
- The loading and unloading of theatrical stage equipment from trucks is one of the work activities included in the general duties of Stage Employee-Intermittents. When the Seattle Center requests the dispatch of a specific number of Stage Employee-Intermittents, who for some portion of their shift will be assigned to load and/or unload equipment from trucks, the Union through its dispatch system may designate which employees on its Dispatch List will be assigned to that work. The Seattle Center reserves the right to modify such work assignments to meet operational needs.

C.4.1 After having made a request to the Union for a certain number of Stage Employee-Intermittents to perform certain work and the Union has not been able to dispatch in a timely manner the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List and/or the Union has failed to notify the Seattle Center that it has dispatched the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List, the Seattle Center may then call directly whomever it chooses to fill the work assignments.

C.4.2 The Affirmative Action goals of the Seattle Center shall be adhered to in dispatching personnel from the Seattle Center Stage Employee-Intermittent Dispatch List; provided however, should the application of this Section occasion a change adversely affecting those individuals currently on the existing Stage Employee-Intermittent Dispatch List, either party, upon written notification to the other party, may open for negotiation the provisions of Sections C.4, C.4.1 and C.4.2.

C.5 Whenever possible, the City shall provide the Union with as much advance notification as is reasonably possible so that the Union may when possible provide Stage Employee-Intermittents with at least a twenty-four (24) hour advance notification prior to the starting time of a work call for the initial move-in of an event.

C.6 A Stage Employee-Intermittent, and effective upon signature of the agreement, the Grip-Intermittent, who is called to work by the City shall be paid a minimum of four (4) hours at the appropriate regular straight-time hourly rate of pay for Stage Employees-Intermittents. The City shall recall within the same day no less than fifty

percent (50%) of those Stage Employees-Intermittents who were initially called to work by the City for any given event. Should the computation of this percentage result in a fraction, that fraction shall be rounded off to the next higher whole number. A Stage Employee-Intermittent who has had more than a two (2) hour unpaid break and who has been called back to work within twenty-four (24) hours from the initial call of any given event pursuant to this provision shall be required to perform all available work for which he/she is qualified; provided however, in no case shall such Stage Employee-Intermittent receive less than four (4) hours' pay for such recall. All time for which a Stage Employee-Intermittent works beyond his/her first eight (8) hours of compensation within twenty-four (24) hours from the initial call of any given event shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Employee-Intermittents.

- C.7 A Stage Employee-Intermittent who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour for each one-half (½) hour or any portion thereof worked thereafter.
- C.8 Section 5.1.1 shall have equal application to all Stage Employees including those employed on a temporary or intermittent basis.
- C.8.1 For events not sponsored or not cosponsored by the Seattle Center in the Arena and Key Arena, any Stage Employee-Intermittent required to work in excess of five (5) continuous hours without being provided a meal period, shall be compensated two (2) times the prevailing hourly rate of pay for each half hour of time worked during his/her normal meal period and continue at that rate until he/she receives a meal break. For other events, the provisions of Section 5.1.1 as referenced within Section C.8 shall apply.
- C.8.2 In the event a Lead Stage Technician works beyond five (5) hours of overtime in a workday without a meal break, they shall receive meal compensation of \$19.00 in addition to their hourly wages for every six-hour block of overtime so accrued.
- C.9 Rigging - A Stage Technician Rigger-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Whenever possible the same Stage Technician Rigger-Intermittent who installs rigging for an event shall be recalled to dismantle it. If such Stage Technician Rigger-Intermittent has more than a two (2) hour unpaid break, he/she shall receive an additional four (4) hour minimum when he/she resumes work. All time for which a Stage Technician Rigger-Intermittent works beyond his/her first eight (8) hours of actual work within twenty-four (24) hours from the initial call of any given event, shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Stage Technician Rigger-Intermittents shall do only rigging-type work. Rigging-type work may include the occasional unloading of theatrical

stage equipment in order to access rigging equipment from the trucks. In the event rigging gear is not on the back of a semi truck or within a few feet of the very tail end of the semi truck, the Lead Stage Technician and the Event Service Representative shall have two (2) options:

- (1) They may request additional loaders from the Call Steward if time permits; or
- (2) If, in their judgment, the show would be jeopardized by waiting for loaders, the following procedure shall be employed:
  - No less than four (4) Stage Technician Rigger-Intermittents shall be assigned to unload the truck.
  - Those Stage Technician Rigger-Intermittents so assigned shall receive a separate four (4) hour call at the Stage Technician Rigger rate of pay for unloading the truck.
  - They shall be given a minimum of a fifteen (15) minute break upon completing the unloading.
  - When these employees begin rigging work, they shall begin a new four (4) hour call. Overtime calculations shall include hours actually worked in the truck.

C.10 Health and Welfare - Effective upon signature of the agreement, the employee shall pay an additional amount equal to six percent (6%) of the gross pay of all Stage Employee-Intermittents to the Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust.

C.11 The work duties of Lead Stage Technicians and Stage Employee-Intermittents may include the construction of anything relating to stage theatrical presentations either indoor or outdoor including platforms for Center House events. The pay for this type work shall be at the Lead Stage Technician and Stage Employee-Intermittent rates of pay.

C.12 Service Fee - In lieu of the requirements set forth within Section 3.1.1, all Stage Employees-Intermittents shall pay to the Union, in lieu of the Union membership requirements contained within Article 3, a service fee in an amount equal to three and one-half percent (3½%) of the employee's gross straight-time and overtime earnings.

C.12.1 If during the term of this contract the Union's Membership should ratify change to the service fee figure shown herein, the Union shall inform the Seattle Center of

such ratified change in writing, and it shall be considered to be applicable from the date of such notification being acknowledged as received by Seattle Center.

C.13 Turnaround Time - All regular employees required to work a shift of eight (8) hours or more shall be compensated at double time until given a break of eight (8) hours or more at the end of that shift.

C.13.1 Regular employees who are called to work during turnaround time on their scheduled days off will be additionally compensated by accrual of compensatory time at the double-time rate until the passage of eight (8) hours from the end of their previous shift. (Example: Shift is completed at midnight Friday night, with Saturday as the scheduled day off. Operational requirements demand the return of that employee at 6:00 a.m. Saturday. The employee would be entitled to two (2) hours of compensatory time accrued at the double time rate.) This entitlement will not accrue beyond four (4) hours at the double-time rate or result in the accrual of more than eight (8) hours of compensatory time at the straight-time rate for any one day when the turnaround rules apply. Prior to performing work which would invoke this rule, the employee must first make all reasonable efforts to contact the Stage Crew Chief for instructions, schedule other staff not affected by this provision to perform the work, or reschedule the work to make working during the turnaround period unnecessary.

C.14 Vacant Positions - The City is committed to keeping the Union informed of its good faith efforts to fill vacant regular positions.

C.15 The City and the Union shall negotiate to develop an affirmative Stage Technician Training Program during the term of this Agreement.

C.16 At no time shall work under I.A.T.S.E. #15's jurisdiction, as defined in this document and by past practice, be privatized or otherwise contracted outside of the Local's dispatch whatsoever, provided the Local is able to fulfill dispatch of such work. The City shall make every good faith effort to inform and admit intermittent employee hiring and training from Local #15's dispatch list so as to facilitate the Local's ability to fulfill such dispatched labor calls.

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APPENDIX "D"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
DISTRICT NO. 160, LODGE NO. 79

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Association Of Machinists & Aerospace Workers District No. 160, Lodge No.79, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

D.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>			
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m +</u>
Machinist, Station Maintenance Senior .....	\$19.77	\$20.60	\$20.60	\$20.60
Machinist, Specialist .....	14.11	14.67	15.26	15.26
Machinist, Station Maintenance .....	18.60	19.39	19.39	19.39
Machinist, Station Crew Chief .....	21.31	22.12	22.99	22.99
Machinist, Hydroelectric Maintenance .....	19.39	19.98	20.60	21.39
Hydroelectric Maintenance Machinist Apprentice .....	68% of Hydroelectric Maintenance Machinist top step of pay from 00-06 months			
	72% of Hydroelectric Maintenance Machinist top step of pay from 07-12 months			
	76% of Hydroelectric Maintenance Machinist top step of pay from 13-18 months			
	80% of Hydroelectric Maintenance Machinist top step of pay from 19-24 months			
	84% of Hydroelectric Maintenance Machinist top step of pay from 25-30 months			
	88% of Hydroelectric Maintenance Machinist top step of pay from 31-36 months			

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92% of Hydroelectric Maintenance Machinist top step of pay from 37-42 months

96% of Hydroelectric Maintenance Machinist top step of pay from 43+

Machinist, Hydroelectric Maintenance Crew Chief .....	22.12	22.99	23.90	23.90
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Note: Classification/Compensation will conduct a re-review of the reclassification of the two Machinist Specialist (incumbents Bulter and Ginther) if a new PDQ is filled out for both positions. Such reclassification, if recommended by Class/Comp, would be effective the date the issue was raised in negotiations.

D.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31.m +</u>
Machinist, Station Maintenance Senior .....	\$20.34	\$21.20	\$21.20	\$21.20
Machinist, Specialist .....	14.52	15.10	15.70	15.70
Machinist, Station Maintenance .....	19.14	19.95	19.95	19.95
Machinist, Station Crew Chief .....	21.93	22.76	23.66	23.66
Machinist, Hydroelectric Maintenance .....	19.95	20.56	21.20	22.01
Hydroelectric Maintenance Machinist Apprentice .....	68% of Hydroelectric Maintenance Machinist top step of pay from 00-06 months			
	72% of Hydroelectric Maintenance Machinist top step of pay from 07-12 months			
	76% of Hydroelectric Maintenance Machinist top step of pay from 13-18 months			
	80% of Hydroelectric Maintenance Machinist top step of pay from 19-24 months			
	84% of Hydroelectric Maintenance Machinist top step of pay from 25-30 months			
	88% of Hydroelectric Maintenance Machinist top step of pay from 31-36 months			

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92% of Hydroelectric Maintenance Machinist top step of pay from 37-42 months

96% of Hydroelectric Maintenance Machinist top step of pay from 43+

Machinist, Hydroelectric Maintenance	22.76	23.66	5'	24.56
Chief				

D.1.2 Assignment of regular hourly Rates Of Pay (Pay Steps) for regular employees shall be in accordance with the pertinent provisions of Article 4.

D.2 Any employee assigned to a machinist job shall receive Machinist Specialist pay while so assigned to the job for at least one (1) hour of time.

D.3 Adequate accommodations shall be provided to an employee who is assigned to work out of town.

D.4 City Light Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarters inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

D.4.1 Adequate board and lodging shall be furnished by the Department.

D.4.2 Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.

D.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

D.4.4 An employee regularly assigned to the Seattle distribution area or Skagit project shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and

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the method of computation shall always be the preceding ninety (90) working days from the present date.

- D.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- D.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.
- D.4.7 In the City Light Department when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, one Machinist, Hydroelectric Maintenance shall be assigned "in charge" by the City and shall be compensated at a rate four percent (4%) higher than his/her regular base wage rate while acting in this capacity. This is to be effective only when the Crew Chief or Powerhouse Supervisor is absent from that specific job site for more than two (2) consecutive hours.
- D.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons, and/or bib overalls.
- D.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.
- D.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

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APPENDIX "E"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
DISTRICT NO. 160, LODGE NO. 289

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Lodge No. 289, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

E.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>		
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic .....	\$18.43	\$18.43	\$18.43
Automotive Mechanic, Pre-Apprentice .....	11.31		
Automotive Mechanic Sr. ....	19.14	19.14	19.14
Equipment Maintenance Crew Chief .....	19.92	20.71	21.55
Automotive Mechanic, Apprentice .....	67% of Automotive Machinist entry rate of pay from 00-06 months		
	71% of Automotive Machinist entry rate of pay from 07-12 months		
	75% of Automotive Machinist entry rate of pay from 13-18 months		
	79% of Automotive Machinist entry rate of pay from 19-24 months		
	83% of Automotive Machinist entry rate of pay from 25-30 months		
	87% of Automotive Machinist entry rate of pay from 31-36 months		
	91% of Automotive Machinist entry rate of pay from 37-42 months		

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95% of Automotive Machinist entry rate of pay from: 43 months+

Water Meter Repairer .....	15.44	16.07	16.68
Water Meter Repairer, Senior .....	15.97	16.61	17.29

E.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m+</u>
Automotive Mechanic .....	\$18.96	\$18.96	\$18.96
Automotive Mechanic, Pre-Apprentice .....	11.64		
Automotive Mechanic Sr. ....	19.70	19.70	19.70
Equipment Maintenance Crew Chief .....	20.50	21.31	22.17
Automotive Mechanic, Apprentice .....	67% of Automotive Machinist entry rate of pay from 00-06 months		
	71% of Automotive Machinist entry rate of pay from 07-12 months		
	75% of Automotive Machinist entry rate of pay from 13-18 months		
	79% of Automotive Machinist entry rate of pay from 19-24 months		
	83% of Automotive Machinist entry rate of pay from 25-30 months		
	87% of Automotive Machinist entry rate of pay from 31-36 months		
	91% of Automotive Machinist entry rate of pay from 37-42 months		
	95% of Automotive Machinist entry rate of pay from: 43 months+		
Water Meter Repairer .....	15.89	16.54	17.16
Water Meter Repairer, Senior .....	16.43	17.09	17.79

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- E.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- E.2 Protective and specialized clothing shall continue to be provided per existing (1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.
- E.3 Employees covered by this Appendix within the Department Of Administrative Services shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given work site or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of his/her probationary period.
- E.4 The City shall furnish aprons or coveralls for those employees classified as Water Meter Repairer.
- E.5 The City shall reimburse Automotive Machinists for the loss of required hand tools (including tool boxes) due to fire or theft from the City's premises twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.
- E.6 Department of Administrative Services (DAS) and City Light - Effective December 01, 1992, employees classified and working full-time as Automotive Machinist (including Apprentice and Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred dollars (\$200.00). A like payment shall be made on the first pay date following a full pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.
- E.7 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Machinist position becomes vacant as determined by management at an individual shop, all Automotive Machinists shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section E.8.1. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Machinist with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of Automotive Machinist. There shall be no bumping privileges. Article 17, Section 17.2 shall not nullify this provision.

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- E.7.1 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of, but are not confined to, the aerial lift overhaul program, the crane inspection program and the overhaul of fire apparatus. When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved for other than workload requirements, the employee shall be transferred to another shop and to the same shift he/she had previously been assigned.
- E.7.2 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section E.8.
- E.8 Employees classified as Equipment Maintenance Crew Chief, Automotive Machinist, and Automotive Machinist, Senior, who work the established second shift, shall receive forty-five cents (45¢) per hour premium pay.
- E.8.1 The established second shift shall be from 4:00 P.M. to 12:30 A.M. unless otherwise designated by the Department for a particular shop or operation.
- E.9 Skaqit Conditions - City Light employees normally assigned to Ross Dam shall continue to travel on their own time; provided however, if employees normally assigned to either Newhalem or Diablo are required to report to Ross Dam for a full eight (8) hours of work, such employees shall be paid one-half (½) hour additional pay per day at the overtime rate. Travel time shall not be paid when board and lodging are available at Ross Dam.
- E.10 One set of metric tools per shop shall be supplied by the Department.

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APPENDIX "F"

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

F.1 Effective December 28, 1994, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43.m +</u>
Bridge Electrical Crew Chief . . . . .	\$18.64	\$20.14	\$20.14	\$20.14	\$20.14
Electrical Plans Examiner . . . . .	20.52	21.29	22.12	22.98	23.90
Electrician . . . . .	17.73	18.43	19.15	19.15	19.15
Electrician Crew Chief . . . . .	20.16	20.95	21.80	21.80	21.80
Helper, Maintenance, Electrical . . . . .	14.15	14.69	14.69	14.69	14.69
Inspector, Electrical (Entry) . . . . .	17.57	18.27	18.98	19.75	20.52
Inspector, Electrical (Journey) . . . . .	20.52	21.29	22.12	22.98	23.90
Inspector, Electrical, Senior (Expert) . . . . .	21.29	22.12	22.98	23.90	24.82
Inspector, Sign (Entry) . . . . .	17.57	16.27	13.98	19.75	20.52
Inspector, Sign (Journey) . . . . .	20.52	21.29	22.12	22.98	23.90
Inspector, Sign, Senior . . . . .	21.29	22.12	22.98	23.90	24.82
Electrician, Senior . . . . .	18.80	19.51	19.51	19.51	19.51
Technician, Sound and Video Equipment (Full-time) . . . . .	18.80	19.51	19.51	19.51	19.51
Technician, Pump Station Electrical . . . . .	19.35	20.15	20.90	20.90	20.90

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Technician, Pump Station					
Electrical, Senior	20.49	21.29	22.12	22.12	22.12

**F.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m+</u>
Bridge Electrical Crew Chief	\$19.18	\$20.72	\$20.72	\$20.72	\$20.72
Electrical Plans Examiner	21.12	21.91	22.76	23.65	24.59
Electrician	18.24	18.96	19.71	19.71	19.71
Electrician Crew Chief	20.74	21.56	22.43	22.43	22.43
Helper, Maintenance, Electrical	14.56	15.12	15.12	15.12	15.12
Inspector, Electrical (Entry)	18.08	18.80	19.53	20.32	21.12
Inspector, Electrical (Journey)	21.12	21.91	22.76	23.65	24.59
Inspector, Electrical, Senior (Expert)	21.91	22.76	23.65	24.59	25.54
Inspector, Sign (Entry)	18.08	18.80	19.53	20.32	21.12
Inspector, Sign (Journey)	21.12	21.91	22.76	23.65	24.59
Inspector, Sign, Senior	21.91	22.76	23.65	24.59	25.54
Electrician, Senior	19.35	20.08	20.08	20.08	20.08
Technician, Sound and Video Equipment (Full-time)	19.35	20.08	20.08	20.08	20.08
Technician, Pump Station Electrical	19.31	20.73	21.51	21.51	21.51
Technician, Pump Station Electrical, Senior	21.08	21.91	22.76	22.76	22.76

**F.1.2** The proposal to establish a new classification title and job specifications for employees assigned as helpers to Pump Station Electrical Technicians shall, upon approval by the City Personnel Director, be subject to further negotiation and subsequent accretion to this Appendix.

**F.1.3** Assignment of the appropriate Hourly Rate of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

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F.2 Electricians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday through Tuesday. Scheduling shall be arranged to meet the requirements of the foregoing sentence.

F.3 The following City-owned equipment at the Seattle Center shall be handled, operated and maintained exclusively by regular and temporary bargaining unit employees; notwithstanding the right of the City to contract out maintenance work as it deems appropriate:

- Amplifiers
- Pre-amplifiers
- Microphones
- Speakers
- Speaker systems
- Audio cables
- Equalizers
- Audio boards
- Audio racks
- Ancillary audio equipment
- Mixing consoles
- Processing equipment (Techo, system delay, limiting or any ancillary equipment used to process or shape audio signals)
- Video equipment and systems (exclusive of video training packages and large semi-permanent projection screens)

F.3.1 The Union recognizes all others whose responsibilities are the handling and/or operation of sound equipment belonging to others, other than City-owned equipment.

F.4 Overtime - When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

F.5 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

F.6 Coveralls shall be furnished to Electricians in the Parks & Recreation Department.

- F.7 The Seattle Center shall advise temporary employees of permanent full-time job openings. All candidates shall be required to compete for any such openings; provided however, the Seattle Center shall give serious consideration for full-time positions in the same classification to Temporary Sound Equipment Technicians or Electricians at the Seattle Center who are eligible for consideration.
- F.8 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights, e.g. in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.
- F.9 The City will pay training costs for employees classified as Pump Station Electrical Technicians to acquire Level 1 certification or employees classified as Senior Pump Station Electrical Technician to acquire Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program. This practice is consistent with career development assisted training.

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APPENDIX "G"

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 763

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 763, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

G.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY				
	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Licenses and Standards Inspector . . . . .	\$17.25	\$17.92	\$18.61	\$19.36	\$20.17

G.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY				
	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Licenses and Standards Inspector . . . . .	\$17.75	\$18.44	\$19.15	\$19.92	\$20.75

G.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

G.1.3 Clothing - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

G.1.3.1 The City shall continue to provide, maintain, repair, and clean coveralls for those employees assigned to the Weights And Measures Section. In lieu of the benefit set forth within Section 14.11, the City shall also provide all-weather jackets and safety shoes for those employees assigned to the Weights and Measures Section and replace said coveralls, jackets and safety shoes on an as-needed basis.

G.1.4 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union. The warning letter shall not be valid unless transmitted to the Union.

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G.1.5 Compensatory Time - Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time.

G.2 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by the following Sections of this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Warrant Officer .....	\$13.27	\$13.74	\$14.26	\$14.83	\$15.41
Warrant Officer, Senior .....	14.26	14.83	15.41	15.99	15.99
Warrant Officer, Supervisor .....	15.10	15.69	16.31	16.92	16.92

G.2.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Warrant Officer .....	\$13.65	\$14.14	\$14.67	\$15.26	\$15.86
Warrant Officer, Senior .....	14.67	15.26	15.86	16.45	16.45
Warrant Officer, Supervisor .....	15.54	16.15	16.78	17.41	17.41

G.2.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

G.2.3 Clothing - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

G.2.4 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union. The warning letter shall not be valid unless transmitted to the union.

G.2.5 Compensatory Time - Compensatory time may be used as a method of compensating overtime pay as specified in Section 5.2. If used, the compensatory time shall be accrued at the overtime rate for each hour of overtime work. Accrual of compensatory time must be mutually agreeable to the affected employee and the

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City. The City may pay off a portion or all of accrued compensatory time over forty (40) hours at its discretion for all employees within the bargaining unit.

G.2.6 Training - Employees are required to have and maintain during their employment a first aid card and CPR certification. The Department shall provide periodic training to maintain such card and certification.

G.2.7 Shift Premium - An employee working within a classification identified within Section G.2 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

45¢ per hour

GRAVEYARD SHIFT

55¢ per hour

G.2.7.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

G.2.7.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 6:45 A.M.

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APPENDIX "H"

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 117

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

H.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Keeper, Zoo .....	\$13.74	\$14.26	\$14.83	\$15.41	\$15.99
Keeper, Zoo II .....	14.26	14.83	15.41	15.99	16.61
Keeper, Zoo, Senior .....	14.83	15.41	15.99	16.61	17.25
Pool Car Attendant .....	12.30	12.76	12.76	12.76	12.76
Recreation Center Coordinator .....	16.61	17.25	17.92	18.61	19.36
Recreation Center Coordinator, Assistant .....	15.10	15.69	16.31	16.92	17.57
Servicer, Equipment .....	13.38	13.88	14.41	14.41	14.41
Warehouser .....	13.60	14.11	14.67	14.67	14.67
Warehouser, Chief .....	15.26	15.85	16.44	17.07	17.71
Warehouser, Senior .....	14.98	15.56	16.15	16.15	16.15
Veterinary Aide .....	12.07	12.56	13.00	13.00	13.00
Veterinary Technician .....	13.78	14.32	14.83	15.42	16.01
Veterinary Technician, Senior .....	16.01	16.63	17.28	17.28	17.28

H.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Keeper, Zoo .....	\$14.14	\$14.67	\$15.26	\$15.86	\$16.45
Keeper, Zoo II .....	14.67	15.27	15.87	16.45	17.09
Keeper, Zoo, Senior .....	15.26	15.86	16.45	17.09	17.75
Pool Car Attendant .....	12.66	13.13	13.13	13.13	13.13
Recreation Center Coordinator .....	17.09	17.75	18.44	19.15	19.92
Recreation Center Coordinator, Assistant .....	15.54	16.15	16.78	17.41	18.08
Servicer, Equipment .....	13.77	14.28	14.83	14.83	14.83
Warehouser .....	13.99	14.52	15.10	15.10	15.10
Warehouser, Chief .....	15.70	16.31	16.92	17.57	18.22
Warehouser, Senior .....	15.41	16.01	16.62	16.62	16.62
Veterinary Aide .....	12.42	12.92	13.38	13.38	13.38
Veterinary Technician .....	14.18	14.74	15.26	15.87	16.47
Veterinary Technician, Senior .....	16.47	17.11	17.78	17.78	17.78

H.1.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

H.2 Shift Premium - Effective January 1, 1994, an employee working within a classification identified within Section H.1 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 premium pay shift for all scheduled hours worked during such shift:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

H.2.1 The afore-referenced shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the

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shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

H.2.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

H.3 In lieu of Sections H.2, H.2.1 and H.2.2, employees covered by this Appendix who are employed by the Department of Administrative Services (DAS) fleets and shops Services Division and who are classified as Equipment Servicers or as Warehousemen employed in the auto parts room, who either by shift pick or assignment, work the established second (2nd) shift, shall continue to be assigned in the following manner: eight (8) hours within eight and one-half (8-1/2) consecutive hours which shall constitute a work shift.

H.3.1 Effective upon the signature date of this Agreement, employees identified in Section H.3 on the afore-referenced, established second (2nd) shift shall receive forty-five cents (45¢) per hour shift premium pay while so assigned.

H.4 When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

H.5 Employees within the bargaining unit covered by this Appendix who are employed at the Woodland Park Zoo shall be furnished the necessary foul weather clothing and uniforms.

H.6 Parking Attendants and Senior Parking Attendants - The following Sections shall apply only to Parking Attendant and Senior Parking Attendant classifications. None of the previous Sections of Appendix H shall apply to these classifications unless specifically stated to the contrary in a particular Section. Due to the nature of the business and the working conditions, Section 1.4 and 1.4.1. shall not apply to the afore-referenced classifications.

H.6.1 Effective December 28, 1994, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Parking Attendant .....	\$10.41	\$10.81	\$11.23	\$11.65	\$12.11
Senior Parking Attendant .....	12.45	12.93	13.41	13.92	13.92
Parking Attendant - Int. ....	10.41				
Senior Parking Attendant - Int. ....	12.45				

H.6.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Parking Attendant .....	\$10.71	\$11.12	\$11.56	\$11.99	\$12.46
Senior Parking Attendant .....	12.81	13.30	13.80	14.32	14.32
Parking Attendant - Int. ....	10.71				
Senior Parking Attendant - Int. ....	12.81				

H.6.1.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employee shall be made in accordance with the pertinent provisions of Article 4.

H.7 Permanent part-time Parking Attendants, and permanent part-time Senior Parking Attendants shall be defined as employees hired to work in other than a temporary status at least eighty (80) hours per month. This definition of part-time employees shall replace the one cited in Section 1.1.5. The City shall not reduce the number of potential employment hours available per year to permanent part-time Parking Attendants as a result of defining their status as employees hired to work an average of at least eighty (80) hours per month rather than as employees hired to work at least an average of twenty (20) hours per week. However, nothing in this Section shall be construed so as to limit management's right to suspend, demote, discharge or lay off said employees.

H.8 For permanent full-time employees, eight (8) hours shall constitute a normal workday and five (5) full eight (8) hour days shall constitute a work schedule. The normal eight (8) hour days shall be worked within a nine (9) hour period in each of the five (5) days. The City shall maintain as many consecutive schedules as practicable. This language shall be in lieu of Section 5.1.

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H.9 Notwithstanding the provisions of Section 5.2, any overtime referenced in the City of Seattle/Joint Crafts Council Labor Agreement shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate of pay for Parking Attendants and Senior Parking Attendants.

H.10 The City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, 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. Management must give a forty-eight (48) hours' notice to employees if they are going to be required to take a working meal period. If such notice is not given to employees, the employees shall have the choice of whether or not they would like to take a working meal period. This language shall replace Section 5.1.3.

H.11 Section 5.2.1 shall not be applicable to Parking Attendants; Parking Attendants, Intermittent; Senior Parking Attendants; or Senior Parking Attendants, Intermittent.

H.12 When management deems it necessary, work schedules for permanent employees may be established other than Monday through Friday. Where practical, at least forty-eight (48) hours advance notification shall be afforded the affected employees when changes in posted work schedules are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule, unless said notification was impractical. This language shall be in lieu of Section 5.5.

H.13 Work Assignments For Intermittent Parking Attendants - In the interest of maintaining an efficient and equitable system of operations at the Seattle Center and to facilitate the assignment of fluctuating numbers of Intermittent Parking Attendants to the various events, the City and Union agree that management shall give appropriate consideration to the following:

- Work opportunities required to maintain an adequate, interested, trained and available and intermittent Parking Attendant work force.
- The employees' availability and their record of performance.

H.14 Scheduling for Intermittent Parking Attendants - Seattle Center Intermittent Parking Attendants must have an availability of at least ten (10) periods out of a total of twenty-eight (28) periods each week (except that those Intermittent Parking Attendants hired before October 3, 1986, will continue to have an availability of eight (8) periods out of a total of twenty eight (28) periods unless on an approved leave of absence from the Department. All Seattle Center Intermittent Parking Attendants must be available from 6:00 a.m. to 12:00 a.m. (midnight) during each of the days on which the following festivals are being held: Bumbershoot, Folklife,

and the Bite of Seattle, and on all holidays. If employees have a time conflict with any of the afore-referenced hours during these three (3) festivals or on a holiday due to other employment or a scheduled class in a degree program, they must submit a written note from their other employer or their professor explaining such to departmental management in order to be excused from having to be available to work for those hours. Failure to comply with the above shall result in termination as a quit.

H.14.1 Seattle Center Intermittent Parking Attendants must provide the Department with changes in the availability schedules by the first (1st) of each month for the subsequent month. Employees who have indicated availability for work shall be expected to accept shift assignments during the periods they have indicated that availability, unless a shift change request has been approved more than seventy-two (72) hours in advance of the desired change by the Parking manager or his/her designee. Such request shall be approved or disapproved on the basis of (1) the impact on overall scheduling and staffing; and/or (2) whether or not there are emergency circumstances involved. Employees who do not comply with the afore-referenced shall be subject to termination as a quit; provided however, employees shall not be penalized under this Section in the case of bona fide emergencies, illnesses, or a lack of forty-eight (48) hours' notification from the City.

H.14.2 Regular attendants may submit a shift start time preference (either a.m. start or p.m. start) for one day per month. Requests must be submitted on the first of each month for the subsequent month. In addition, requests submitted 72 hours in advance may be granted up to four times per year. (Shift start preference requests apply to those on five-day work week. Ability to grant shift start preferences is based on sufficient lead staffing, sufficient lead back-up, and sufficient qualified intermittents to cover anticipated operational needs. In cases where attendants simultaneously request the same or a mutually exclusive schedule change, requests will be approved based on seniority.)

H.14.3 Seattle Center management shall post a base schedule for the first week of each month by the twenty-sixth (26th) day of the prior months. They shall post a base schedule of the second week of each month by the first day of that same month. They shall post a base schedule for the third week of each month by the fourth (4th) day of that same month; and, they shall post a base schedule of hire the last week of each month by the tenth (10th) day of that same month. Changes in said schedules may be made by management with forty-eight (48) hours' notice to employees. If base schedules are not posted by the above dates, or if said forty-eight (48) hours' notice for changes is not given, employees have the right to refuse assignments for the period of time for which the schedule was not posted or the notice was not given.

H.15 Split Shifts - Notwithstanding the provisions of Section 5.1 and H.8, management reserves the right to schedule split shifts for training purposes twenty-four (24) times

per year for all Senior Parking Attendants and eighteen (18) times per year for all regular Parking Attendants and twelve (12) times per year for all Intermittent Parking Attendants. The City will attempt to schedule training which results in the least amount of disruption for the employee.

H.15.1 For nonadministrative purposes, an employee may volunteer to work straight-time, split-shift assignments for the following month by the fifteenth (15th) day of the prior month. If split shifts are available to be worked, management shall so notify those employees who volunteered to work split shifts. Under these circumstances, all employees shall have the right to refuse to work split shifts even though they may have indicated a desire to do so at an earlier point in time.

H.16 Four-Hour Guarantee of Work - All permanent part-time and Intermittent Parking Attendants shall be guaranteed a minimum of four (4) hours of work whenever they are scheduled to work. The City reserves the right to require said Parking Attendants to perform additional job-related duties in order to ensure that wages are not paid for time during which no work is being done. The four (4) hour guarantee of work shall not apply to Section H.15.

H.17 Seniority for Permanent Employees - Seniority as a permanent employee shall be determined by the date of hire within the bargaining unit, class specification, and the employing department. Standing for purposes of seniority shall cease when an employee is separated from employment; on an unpaid leave of absence for more than one hundred twenty (120) days; or changed to intermittent status.

H.17.1 Seniority With Respect To Having Consecutive Days Off - Permanent employees with the most seniority who have the same status with regard to being either full-time or part-time employees shall have the first option for a schedule with consecutive days off, where such schedules are available. The City shall maintain as many schedules with consecutive days off as practicable, unless employees designate a preference for nonconsecutive days off.

H.17.2 Seniority With Respect To Overtime - Permanent employees with the most seniority shall have the first option for nonshift extension overtime opportunities within that class specification.

H.17.3 Seniority With Respect To Scheduling of Vacation - Permanent employees shall submit vacation requests by a date(s) specified by their respective department. Vacation requests shall be approved by management, whenever practicable, on the basis of seniority. Seniority rights for vacation assignment for that calendar year shall cease to exist if an employee submits a change to his/her original vacation request after the deadline for said request is to be in.

H.18 Holiday Observation For Regular Employees - In lieu of 6.1.1. Regular employees shall observe paid holidays on the actual day of the holiday. When regular

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employees are scheduled to work on the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply, in addition to being paid for the holiday at his/her straight-time hourly rate of pay pursuant to Section 6.4. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

H.18.1 Notwithstanding H.18, whenever any paid holiday falls on a permanent employee's regularly scheduled day/days off, either the working day before or the working day after the employee's scheduled day/days off may be recognized as the paid holiday at the Department's option, or the Department may elect to pay the employee for the holiday at the regular straight-time hourly rate of pay. Payment shall be made only once per affected employee for any one holiday. This language shall be in lieu of Section 6.1.1.

H.19 In lieu of Section 6.1.2., permanent part-time Parking Attendants and Senior Parking Attendants shall receive holiday time off or pay at the regular straight-time hourly rate based upon hours compensated during the two (2) prior pay periods that the employee was on pay status before the one in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

H.20 The amount of vacation time deducted from the vacation balance of permanent part-time personnel shall be calculated on the basis of the average number of hours compensated in the two (2) pay periods that the employee was on pay status prior to the pay period in which the vacation starts. For example, in the first pay period an employee works and/or is compensated ten (10) days and a total of sixty-four (64) hours and the second pay period works and/or is compensated six (6) days and a total of forty-eight (48) hours. In the combined pay periods, the employee worked sixteen (16) days and a total of one hundred twelve (112) hours'. The employee shall therefore be charged seven (7) hours' vacation for each day taken per this formula.

H.21 Notwithstanding the provision of Section 8.1.6, a supervisor may require a doctor's certification per the Seattle Center Department's sick leave policy, or, at anytime the supervisor identifies sick leave use that is questionable, i.e., sick leave days taken in conjunction with holidays, vacation, scheduled days off or sick leave consistently taken on a particular day of the week.

H.22 All employees (including intermittent) must have a current valid State of Washington Driver's License.

H.23 In lieu of Sections 14.1, and 14.1.1, regular and intermittent employees employed by the Seattle Center shall be required to own and insure their own car, truck or van for use on the job at no additional cost to the City. The Seattle Center shall continue parking privileges (worth \$20 per month) for regular and intermittent

employees and provide a flat mileage reimbursement of fifty cents (50¢) for each day worked by an intermittent employee and eleven dollars (\$11.00) per month for each permanent employee. Those employees hired prior to June 22, 1990, who do not have a car, truck or van shall not be included in this requirement and condition. Those employees hired prior to June 22, 1990, who do have a car, truck or van shall be included in this requirement and condition. All employees hired on or after June 22, 1990, shall be included in this requirement and condition.

H.24 All employees (including intermittent) must have either a telephone at their place of residence or a message phone/answering service in order to be able to be contacted by the supervisor.

H.25 All Seattle Center employees (including intermittent) must have a watch or similar timepiece that works. The watch shall be worn or the timepiece shall be carried by the employee while on duty.

H.26 The Seattle Center may provide and arrange for the cleaning of rented uniforms or the Seattle Center may purchase a uniform and the employee arrange for the cleaning of the purchased uniform. In either case, the City may require that employees wear said uniforms. Uniform design, quantity and type of fabric shall be at the discretion of management. Uniforms lost by the employee or severely misused shall be charged to the employee at a replacement cost. The Seattle Center may determine at any time that it shall no longer provide uniforms. Employees may provide their own pants in lieu of uniform pants as long as the color, fabric and style are essentially equivalent to the uniform pant. If dark pants or skirts are not provided as part of the uniform, employees shall be responsible for providing these items. Employees must maintain a clean and neat personal appearance.

H.27 Identification Cards - At Seattle Center, picture identification cards may be issued to employees (including intermittent employees) by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification card shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there will be a replacement fee of three dollars (\$3.00). The cost of replacing the card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee. It is understood that the Seattle Center may continue the past practice of having the name on the jacket of Parking Attendants in addition to requiring the wearing of identification cards.

H.28 Section 14.13 related to Seattle Center Employee monorail use shall apply to all employees covered by this Appendix.

- H.29 All employees (including intermittent) shall wear or use safety equipment that is required and provided by the City while in the performance of their work.
- H.30 Paychecks for all Seattle Center employees (including intermittent) shall be available for pick up from the designated City representative(s) after 3:00 p.m. on the day paychecks are normally distributed unless employees designate that they want their paychecks mailed directly to them. Checks that are not picked up by 8:00 p.m. on the day that they are generally distributed shall be mailed to employees the following business day. Management shall designate two (2) periods per year during which employees may designate their preferred method of paycheck distribution.
- H.31 All Intermittent Parking Attendants and Intermittent Senior Parking Attendants with prior approval by management may take up to one hundred twenty (120) days of unpaid leave per calendar year. Each unpaid leave of absence taken must be for a minimum duration of one (1) week, except up to four (4) times per year, leaves of absence for less than one (1) week but no less than four (4) days may be granted.
- H.32 Each department employing Parking Attendants shall maintain a standing safety committee within the working unit. The function of the safety committee shall be to identify safety concerns; make recommendations to department management on potential remedies to safety concerns; and to provide a vehicle for safety communications and training. Committee membership shall consist of: two (2) Parking Attendants designated by the bargaining unit (one of which shall be a Senior Parking Attendant, where applicable) and one departmental management designee. The safety committee shall meet no less frequently than once per quarter (three months) for a maximum of two (2) hours. Management shall schedule the time for these meetings to convene. The four (4) hour minimum guarantee cited in Section H.16 shall not apply to Section H.32. Only the three (3) designated employees who comprise the safety committee shall be paid during their attendance at said meetings. The agenda for each meeting must be set two (2) weeks in advance by the three (3) member committee. Minutes of each meeting shall be distributed to all safety committee and bargaining unit members afterwards.
- H.33 The City shall make available to those employees in the classification of Parking Attendant working alone in a closed facility, a two-way radio which shall remain the property of the City. The City shall make necessary rules and procedures for checkout and return of radios.

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APPENDIX "I"

PAINTERS DISTRICT COUNCIL NO. 5

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Painters District Council No. 5, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

I.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>		
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19 m +</u>
Automotive Body Worker/Painter .....	\$17.46	\$18.14	\$18.14
Automotive Equipment Painter .....	17.46	18.14	18.14
Paint & Body Crew Chief .....	19.56	20.35	21.17
Painter, Crew Chief .....	19.56	20.35	21.17
Painter, Senior .....	18.56	19.29	19.29
Painter .....	18.45	18.45	18.45
Painter, Assistant Sign Shop .....	14.26	14.26	14.26
Painter, Senior, Assistant Sign Shop .....	14.67	15.26	15.26
Painter, Assistant Spray Booth .....	14.67	15.26	15.26
Sign Painter, Crew Chief .....	19.56	20.35	21.17
Sign Painter, Senior .....	18.56	19.29	19.29
Sign Painter .....	18.45	18.45	18.45
Sign Painter/Upholsterer .....	18.56	19.29	19.29
Structural Painter, Senior .....	19.84	19.84	19.84
Structural Painter .....	18.40	19.11	19.11

I.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19 m +</u>
Automotive Body Worker/Painter .....	\$17.97	\$18.67	\$18.67
Automotive Equipment Painter .....	17.97	18.67	18.67
Paint & Body Crew Chief .....	20.13	20.94	21.78
Painter, Crew Chief .....	20.13	20.94	21.78
Painter, Senior .....	19.10	19.85	19.85
Painter .....	18.99	18.99	18.99
Painter, Assistant Sign Shop .....	14.67	14.67	14.67
Painter, Senior, Assistant Sign Shop .....	15.10	15.70	15.70
Painter, Assistant Spray Booth .....	15.10	15.70	15.70
Sign Painter, Crew Chief .....	20.13	20.94	21.78
Sign Painter, Senior .....	19.10	19.85	19.85
Sign Painter .....	18.99	18.99	18.99
Sign Painter/Upholsterer .....	19.10	19.85	19.85
Structural Painter, Senior .....	20.42	20.42	20.42
Structural Painter .....	18.93	19.66	19.66

1.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

1.2 The Crew Chief may do work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that he/she might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

1.3 Employees while assigned to spray painting or who are required to work on swinging staging or steel transmission towers shall receive an additional fifty cents (50¢) per hour for each straight time or overtime hour worked. At no time shall any employee within this bargaining unit receive more than one premium.

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- I.4 A Painter Crew Chief while supervising Structural Painters shall be paid an additional 50¢ an hour while so assigned.
- I.5 In the City Light Department, when four (4) or more employees, three (3) of whom are classified as Structural Painters, are working on one specific job in an outlying work area such as the Bothell Substation, one Structural Painter shall be assigned "in charge" and shall be compensated as a Senior Structural Painter while acting in this capacity.
  - I.5.1 This provision shall be effective only when the Crew Chief does not visit the work premises once in each four (4) hour period of work. The Structural Painter assigned "in charge" shall continue to work.
  - I.5.2 Because a Structural Painter at Step 2 when assigned work out-of-class duties as a Painter Crew Chief at Step 1 makes less than "in charge" duties as a Senior Structural Painter under I.4 and I.4.1 of the Joint Crafts Council Agreement, the step placement for a Structural Painter working out of class as a Painter Crew Chief will be at Step 2.
- I.6 Personnel temporarily assigned to the City Light Boundary Project shall be paid one-half (½) hour pay per day at the straight-time rate of pay as compensation for travel time between the work site and the board and lodging facility.
- I.7 White overalls and white shirts, coveralls, or protective and specialized clothing currently provided by the City shall continue to be provided per existing departmental practice.
- I.8 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally however, this practice shall include a call to the Union hall.
- I.9 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time. If used, the compensatory time shall be accrued at the overtime rate as specified in Section 5.2 for each hour of overtime work.
- I.10 Shift Premium - Effective January 01, 1994, an employee working within a classification identified within Section I.1, 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

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- I.10.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.
- I.10.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift shall encompass the hours from Midnight to 8:00 A.M.
- I.11 Sections 4.2.1 and 4.2.2 shall determine out-of-class pay Step placement as clarified in Section 5.9.
- I.12 Effective December 1, 1996, all employees classified and working full-time as Automotive Body Worker/Painter, who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding years, shall be paid a tool allowance in the amount of seventy-five (\$75.00). Payment shall be made on the first pay date following a full pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.
- I.13 The City shall provide, at no cost to the employee, all required safety equipment and supplies required to perform work in a manner consistent with the Washington Industrial Safety and Health Act, Federal OSHA standards or other pertinent ordinance, regulation, or standard.

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APPENDIX "J"

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

J.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-12m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Asphalt Raker .....	\$14.83	\$15.41	\$15.99	\$15.99	\$15.99
Asphalt Raker, Senior .....	15.99	16.61	16.61	16.61	16.61
Cement Finisher .....	16.18	16.80	16.80	16.80	16.80
Cement Finisher, Senior .....	17.12	17.77	17.77	17.77	17.77
Store Clerk .....	11.07	11.51	11.92	12.43	12.89
Engineering Emergency Laborer .....	15.48	15.48	15.48	15.48	15.48
Facilities Lead Worker .....	14.98	15.56	16.15	16.15	16.15
Facilities Maintenance Worker .....	14.98	15.56	16.15	16.15	16.
Forest Maintenance Crew Chief .....	19.13	19.93	20.70	20.70	20.70
Forest Maintenance Worker .....	15.56	16.18	16.80	16.80	16.80
Forest Maintenance Worker, Senior .....	16.61	17.25	17.92	17.92	17.92
Gardener, Principal .....	16.61	17.25	17.25	17.25	17.25
Assistant Gardener .....	12.32	12.76	13.27	13.27	13.27
Gardener .....	13.74	14.26	14.83	14.83	14.83
Senior Gardener .....	15.41	15.99	16.61	16.61	16.61
Golf Course Technician .....	12.43	12.89	13.74	14.26	14.83

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Golf Course Technician, Senior	13.28	14.26	14.98	15.56	16.18
Golf Course Maintenance Supervisor	17.39	18.09	18.81	19.51	20.33
Greenhouse Supervisor	16.61	17.25	17.25	17.25	17.25
Grounds Equipment Mechanic	15.69	16.31	16.92	16.92	16.92
Grounds Equipment Mechanic, Senior	16.92	17.57	18.27	18.27	18.27
Grounds Maintenance Crew Chief	18.81	19.51	20.33	20.33	20.33
Grounds Maintenance Lead Worker	14.98	15.56	16.15	16.15	16.15
Heating Plant Technician	15.69	16.31	16.31	16.31	16.31
Ice Rink Specialist	14.98	15.56	15.56	15.56	15.56
Installation Maintenance Worker	14.98	15.56	15.56	15.56	15.56
Janitorial Crew Chief- Seattle Center	15.10	15.69	16.31	16.31	16.31
Janitor-Seattle Center/ Parks/Water	10.98	11.41	11.82	11.82	11.82
Janitor, Senior-Seattle Center/ Parks/Water	11.82	12.32	12.76	12.76	12.76
Janitor-Power Washer, Parks	11.62	12.06	12.56	12.56	12.56
Laborer	12.43	12.89	12.89	12.89	12.89
Laborer-Inserting Machine Operator	12.43	12.89	12.89	12.89	12.89
Laborer-Pest Control	14.98	15.56	15.56	15.56	15.56
Laborer-Roto Mist Sprayer	14.99	14.99	14.99	14.99	14.99
Landscape Supervisor	19.14	19.90	20.70	20.70	20.70
Lock Technician Trainee (proposed)	13.27	13.74	14.26	14.83	15.41
Lock Technician	15.69	16.31	16.92	16.92	16.92
Maintenance Crew Chief, General - Skagit	20.33	21.12	21.12	21.12	21.12

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Maintenance Laborer .....	14.26	14.26	14.26	14.26	14.26
Maintenance Laborer, Senior Traffic .....	14.67	15.26	15.26	15.26	15.26
Operations Crew Chief -Seattle Center .....	18.24	18.99	19.71	19.71	19.71
Parks Custodial Crew Chief .....	18.43	19.13	19.93	19.93	19.93
Parks Equipment Operator .....	13.88	14.41	14.98	14.98	14.98
Parks Maintenance Crew Chief .....	18.43	19.13	19.93	19.93	19.93
Parks Maintenance Aide I - Intermittent ...	8.47				
Parks Maintenance Aide II - Intermittent ...	8.80				
Pool Maintenance Lead Worker .....	16.00	16.61	17.25	17.25	17.25
Pool Maintenance Worker .....	14.41	14.98	15.56	15.56	15.56
Pump Station Maintenance Worker .....	14.11	14.67	15.27	15.27	15.27
Pump Station Maintenance Leadworker .....	15.87	16.48	17.13	17.13	17.13
Right-of-Way Maintenance Lead Worker .....	16.48	17.12	17.77	17.77	17.77
Right-of-Way Maintenance Worker .....	16.15	16.76	16.76	16.76	16.76
Sewer Maintenance Specialist .....	17.04	17.72	18.36	18.36	18.36
Special Crew Lead Worker .....	16.00	16.61	17.25	17.25	17.25
Storekeeper .....	14.83	15.41	15.99	16.61	17.25
Traffic Marking Lead Worker .....	14.95	15.56	16.15	16.76	16.76
Traffic Sign and Marking Crew Chief I ...	18.81	19.51	20.33	20.33	20.33
Traffic Sign and Marking Crew Chief II ...	20.73	21.52	22.35	22.35	22.35
Tree Maintenance Specialist .....	13.60	14.11	14.67	14.67	14.67
Tree Trimmer .....	16.00	16.61	17.25	17.25	17.25
Utility Construction Lead Worker .....	15.87	16.48	17.13	17.13	17.13
Utility Laborer .....	13.74	13.74	13.74	13.74	13.74

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Waste Water Collection Worker	14.11	14.67	15.27	15.27	15.27
Waste Water Collection Lead Worker	15.87	16.48	17.13	17.13	17.13
Waste Water Treatment Plant Operator	17.04	17.72	18.36	18.36	18.36
Workload Planner & Scheduler, Assistant-Parks	17.38	18.09	18.80	18.80	18.80

J.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-03m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Asphalt Raker	\$15.26	\$15.86	\$16.45	\$16.45	\$16.45
Asphalt Raker, Senior	16.45	17.09	17.09	17.09	17.09
Cement Finisher	16.65	17.29	17.29	17.29	17.29
Cement Finisher, Senior	17.62	18.29	18.29	18.29	18.29
Store Clerk	11.39	11.84	12.27	12.79	13.26
Engineering Emergency Laborer	15.93	15.93	15.93	15.93	15.93
Facilities Lead Worker	15.41	16.01	16.62	16.62	16.62
Facilities Maintenance Worker	15.41	16.01	16.62	16.62	16.62
Forest Maintenance Crew Chief	19.68	20.51	21.30	21.30	21.30
Forest Maintenance Worker	16.03	16.65	17.29	17.29	17.29
Forest Maintenance Worker, Senior	17.09	17.75	18.44	18.44	18.44
Gardener, Principal	17.09	17.75	17.75	17.75	17.75
Assistant Gardener	12.68	13.13	13.65	13.65	13.65
Gardener	14.14	14.67	15.26	15.26	15.26
Senior Gardener	15.86	16.45	17.09	17.09	17.09
Golf Course Maintenance Supervisor	17.89	18.61	19.36	20.08	20.92

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Golf Course Technician .....	12.79	13.26	14.14	14.67	15.26
Golf Course Technician, Senior .....	13.67	14.67	15.41	16.01	16.65
Greenhouse Supervisor .....	17.09	17.75	17.75	17.75	17.75
Grounds Equipment Mechanic .....	16.15	16.78	17.41	17.41	17.41
Grounds Equipment Mechanic, Senior .....	17.41	18.08	18.80	18.80	18.80
Grounds Maintenance Crew Chief .....	19.36	20.08	20.92	20.92	20.92
Grounds Maintenance Lead Worker .....	15.41	16.01	16.62	16.62	16.62
Heating Plant Technician* .....	16.15	16.78	16.78	16.78	16.78
Ice Rink Specialist .....	15.41	16.01	16.01	16.01	16.01
Installation Maintenance Worker .....	15.41	16.01	16.01	16.01	16.01
Janitorial Crew Chief- Seattle Center .....	15.54	16.15	16.78	16.78	16.78
Janitor-Seattle Center/ Parks/Water .....	11.30	11.74	12.16	12.16	12.16
Janitor, Senior-Seattle Center/ Parks/Water .....	12.16	12.68	13.13	13.13	13.13
Janitor-Power Washer, Parks .....	11.96	12.41	12.92	12.92	12.92
Laborer** .....	12.79	13.26	13.26	13.26	13.26
Laborer-Inserting Machine Operator .....	12.79	13.26	13.26	13.26	13.26
Laborer-Pest Control .....	15.41	16.01	16.01	16.01	16.01
Laborer-Roto Mist Sprayer .....	15.42	15.42	15.42	15.42	15.42
Landscape Supervisor .....	19.70	20.48	21.30	21.30	21.30
Lock Technician Trainee (proposed) .....	13.65	14.14	14.67	15.26	15.86
Lock Tech. ....	16.15	16.78	17.41	17.41	17.41
Maintenance Crew Chief, General - Skagit .....	20.92	21.73	21.73	21.73	21.73
Maintenance Laborer .....	14.67	14.67	14.67	14.67	14.67

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Maintenance Laborer, Senior Traffic .....	15.10	15.70	15.70	15.70	15.70
Operations Crew Chief -Seattle Center .....	18.77	19.54	20.28	20.28	20.28
Parks Custodial Crew Chief .....	18.96	19.68	20.51	20.51	20.51
Parks Equipment Operator .....	14.28	14.83	15.41	15.41	15.41
Parks Maintenance Crew Chief .....	18.96	19.68	20.51	20.51	20.51
Parks Maintenance Aide I - Intermittent ...	8.72				
Parks Maintenance Aide II - Intermittent ...	9.06				
Pool Maintenance Lead Worker .....	16.46	17.09	17.75	17.75	17.75
Pool Maintenance Worker .....	14.83	15.41	16.01	16.01	16.01
Pump Station Maintenance Worker .....	14.52	15.10	15.71	15.71	15.71
Pump Station Maintenance Leadworker .....	16.33	16.96	17.63	17.63	17.63
Right-of-Way Maintenance Lead Worker .....	16.96	17.62	18.29	18.29	18.29
Right-of-Way Maintenance Worker .....	16.62	17.25	17.25	17.25	17.25
Sewer Maintenance Specialist .....	17.53	18.23	18.89	18.89	18.89
Special Crew Lead Worker .....	16.46	17.09	17.75	17.75	17.75
Storekeeper .....	15.26	15.86	16.45	17.09	17.75
Traffic Marking Lead Worker .....	15.38	16.01	16.62	17.25	17.25
Traffic Sign and Marking Crew Chief I ...	19.36	20.08	20.92	20.92	20.92
Traffic Sign and Marking Crew Chief II ...	21.33	22.14	23.00	23.00	23.00
Tree Maintenance Specialist .....	13.99	14.52	15.10	15.10	15.10
Tree Trimmer .....	16.46	17.09	17.75	17.75	17.75
Utility Construction Lead Worker .....	16.33	16.96	17.63	17.63	17.63
Utility Laborer .....	14.14	14.14	14.14	14.14	14.14
Waste Water Collection Lead Worker .....	16.33	16.96	17.63	17.63	17.63

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Waste Water Collection Worker .....	14.52	15.10	15.71	15.71	15.71
Waste Water Treatment Plant Operator .....	17.53	18.23	18.89	18.89	18.89
Workload Planner & Scheduler Assistant-Parks .....	17.88	18.61	19.35	19.35	19.35

The Heating Plant Technician range will increase to a two-step range of \$17.26, \$17.95 and incumbent employees will be placed in the same step in the higher range as the lower range effective May 1, 1996.

\*\*Laborer pay rates effective 1/8/97: first step in effect on 1/7/97 becomes the new first step without a CPI increase. Regular employees in the first and second steps in effect on 1/7/97 receive the CPI increase on January 8, 1997 and are placed in the second or third step in the range and, if in the new second step, regular employees will complete six (6) months of service before progressing to the new third step.

J.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

J.2 General Working Rules - Effective upon signature of the agreement, Crew Chiefs may do work performed by the crews they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary, as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that he/she might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

J.2.1 Emergency situations shall be defined as periods when a crew is short of the required number of persons and when work must be performed in order to be prepared on time for an event or activity. A conscientious effort shall be made on the part of the Crew Chief on duty to secure an employee covered by this Appendix or a temporary employee to fill out the crew.

J.2.2 No employee shall be required to operate unsafe equipment or an unsafe vehicle. Upon determination or suspicion that a vehicle or equipment is unsafe, it must be reported to the supervisor immediately. Final determination of safety shall be made in accordance with Section 14.6.3.

J.2.2.1 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

J.2.3 No individual shall be locked in a building without means of egress.

J.2.4 Rubber boots, rain gear, rubber gloves and, if necessary, coveralls shall be supplied on an as-needed basis to employees covered by this Appendix whose job

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duties require work in sewers, mudholes, mudslides or areas which require the use by the employee of excessive amounts of water. Individuals employed by the Parks Department who clean outside rest rooms with power washing equipment shall be provided with rubber gloves and rubber boots. Individuals employed by the Engineering Sign Shop who steam clean signs shall be provided rubber gloves and rain gear. Such protective clothing or portions thereof shall be provided only when and for those whose job duties require such work, but shall not apply to individuals or jobs merely because of inclement weather. Such protective clothing shall be charged to the employee, who is to guarantee its return. In case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

J.2.5 Employees when actually engaged in the preparation, spraying or application of acids, pesticides and herbicides shall be furnished protective clothing, when the lack of said clothing would prove detrimental to the individual's health and safety. Said protective clothing shall include boots.

J.2.6 Protective and specialized clothing shall continue to be provided per existing (September, 1980) Departmental practice for the duration of this Agreement.

J.2.7 Cement Finishers when assigned to be in charge of two (2) or more Cement Finishers shall receive Senior Cement Finisher's pay. Effective September 1, 1989, Cement Finishers who are required to install or cut cobble stone, decorative brick or tile shall receive twenty-five cents (25¢) per hour in addition to their regular hourly rate of pay while so assigned. Senior Cement Finishers shall only receive their Senior rate of pay and shall not receive an addition twenty-five cents (25¢) per hour while so assigned.

J.2.8 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

J.2.8.1 Any disagreement over the application of this provision shall be negotiated on a case-by-case basis.

J.2.8.2 When deemed necessary by the City, the City may assign an employee to work outside of his/her classification. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the work out of class in question. Work out of class shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an

effected work unit who have the work experience to immediately work out of class. All regular full-time or regular part-time employees in an affected work crew shall be asked to work out of classification prior to any temporary employee. When an unforeseen situation arises which necessitates work out of class, the City may assign the first individual(s) it contacts for such work out of class.

J.2.9 Waste Water Collection/Sewer Certification Pay Provisions Affecting Engineering and/or Parks Department Employees:

J.2.9.1 Employees classified as Waste Water Collection Worker or as a Laborer-Pump Station Maintenance Helper who have acquired and who continue to maintain Level 1 certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program and who have reached the second Step of the Waste Water Collection or Pump Station Maintenance Helper assignment-level pay range shall be compensated at Step B and Step C by an additional two percent (2%) of the top Step of their base hourly pay range. For example, as of January 1, 1992, two percent (2%) of the top Step for the Waste Water Collection Worker and Laborer-Pump Station Maintenance Helper classifications would be twenty eight cents (28¢) [(\$13.95 x 2% = 28¢)]. The resultant combined rate of pay and certification would be thirteen dollars and sixty-nine cents (\$13.69) [(\$13.41 + \$0.28 = \$13.69)] at Step B and fourteen dollars and twenty-three cents (\$14.23) [(\$13.95 + \$0.28 = \$14.23)] at Step C. Certification Level I pay rates shall be recalculated in this manner whenever an adjustment is made to the top Step base pay rate for the Waste Water Collection Worker and Labor Pump Station Maintenance Helper classifications.

J.2.9.2 Employees classified as Waste Water Collection Lead Worker or as Laborer-Pump Station Maintenance who have acquired and who continue to maintain Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program shall be compensated by an additional two percent (2%) of the top Step of their base hourly pay range. The combined base rates and certification pay as of January 1, 1992 would be as follows:

Base Hourly Pay Rates for Waste Water Collection Lead Worker and Laborer-Pump Station Maintenance	\$14.51	\$15.07	\$15.66
Level II Certification	<u>.31</u>	<u>.31</u>	<u>.31</u>
Combined Pay Rates	\$14.82	\$15.38	\$15.97

Subsequent Level II Certification pay rates for Waste Water Collection Lead Worker and Laborer-Pump Station Maintenance shall reflect adjustments to their top Step base pay rates.

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J.2.9.3 Employees classified as Sewer Maintenance Specialist who have acquired and who continue to maintain Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program shall be compensated an additional two percent (2%) of the top Step base pay rate currently in effect for Sewer Maintenance Specialist.

J.2.9.4 At such time as either the State of Washington or the City of Seattle shall require the certification described in Sections J.2.9.1., J.2.9.2. and J.2.9.3, as a condition of employment for any of the classifications cited in said Sections, any existing certification premium pay would be incorporated into base pay rates. Before implementing any such changes to the voluntary certification plan, the City shall notify the Union of the changes(s) and reason therefore and upon request, such change(s) and reason therefore shall be discussed with the Union.

J.3 A Laborer or Utility Laborer when assigned to operate certain riding mowers to mow any area including golf course greens (triplex greens mower, T-mower, or minimum 60-inch [cutting area] rotary mower or their equivalent replacements) shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Maintenance Laborer. (This Section does not apply to the golf courses.)

J.3.1 A Laborer, Utility Laborer, or Maintenance Laborer when assigned to the Ford 6610 or Tiger 75-horsepower tractor mower (or an equivalent replacement) shall, while so assigned be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Construction And Maintenance Equipment Operator.

J.3.2 Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.

J.4 Seattle Center Rules - Schedules shall be prepared and posted indicating the starting time for each employee for at least five (5) days in advance of the scheduled work day. Posted schedules shall consist of the schedule for the present work day and the following five (5) calendar days with the fifth day posted daily prior to 11:30 a.m. Any change in the starting time of an employee within the five (5) day posted schedule shall result in double time being paid for those hours worked prior to the scheduled starting hour as well as any hours worked in excess of eight (8) hours after the regular shift.

J.4.1 Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous day's regular shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during said twelve (12) hour period. In applying this provision an employee who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and

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retirement benefits only; provided however, such benefits (sick leave and retirement) shall not be computed for any hours worked in excess of forty (40) per workweek.

J.4.2 Adequate ventilation shall be supplied in any building where machines that admit nauseous or dangerous fumes are operating. The Technical Services Division must be notified sufficiently in advance prior to commencing to operate the equipment.

J.4.3 The present practice of maintaining Seattle Center's rolling stock shall continue, including management's right to send out or contract to another party.

J.4.4 The ice-making activity shall be under the jurisdiction of the Union. In the event additional help is required in making or preparing ice beyond that of the ice Rink Specialists assigned to the task, an individual affiliated with the Union shall be assigned to the job. One (1) position designated and paid as an Ice Rink Specialist for six and one-half (6½) months starting September 15th of each year and ending March 31st of the next year. During the remaining term of this agreement, the Seattle Center will retain a consultant to meet with both parties and prepare a list of tasks that exactly define ice rink specialist work to be used by the parties in determining the need for future iterations of this clause.

J.4.5 If flooding ice is required in an empty or unoccupied building at hours other than the regular work shift, one (1) employee covered by this Appendix shall be assigned this task. Arrangements shall be made for supervision to assure that the individual will be observed during the period of flooding in order to respond in the event of an accident.

J.4.6 An employee shall be paid at the Maintenance Laborer rate of pay on a work-outside-of-classification basis per Section 5.9 for operating the bucket truck or utility boom truck.

J.4.7 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights, e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs, but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/re-wiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.

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- J.4.8 Effective upon signature of the agreement, at the Seattle Center, the City shall provide uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.
- J.5 Engineering Department Rules - Administrative directions shall be issued by the Engineering Department providing for protective clothing for such employees involved in cleaning deep sand boxes and catch basins when the conditions of employment reasonably require such protective clothing.
- J.5.1 The Engineering Department shall provide coveralls on an as-needed basis for employees covered by this Appendix whose major duties involve working with asphalt emulsions. This provision shall apply to the Crack Pouring Crew, Casting Crew and Patching Crew.
- J.5.2 When truck beds are raised for the purpose of sanding the streets and employees are required to ride in the back of the truck, there shall always be two (2) employees in the back of the truck.
- J.5.3 Waste Water Collection Lead Worker and Waste Water Collection Worker personnel who are required to work in live sewers four (4) feet deep or more, to repair sewer breaks, shall receive fifty cents (50¢) per hour in addition to their regular hourly rate of pay while so engaged.
- J.5.4 Employees working in "live sewers" shall be supplied a "dry shack" for the purpose of washing up and eating their meals. An adequate number of coveralls shall be furnished to each such employee per week.
- J.6 City Light Department Rules - City Light employees covered by this Appendix who are required by City Light to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees when so assigned shall receive additional compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.
- J.6.1 Laborers who are employed at City Light and who are called out on an emergency along with the City Light underground crew shall receive the same mileage reimbursement as the underground crew when using their own automobiles.
- J.6.2 Laborers for all hours worked when assigned to the Right-of-Way crew at the Skagit project will be paid at the Utility Laborer rate of pay.

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- J.6.3 Effective upon signature of the agreement, there will be two (2) pairs of leather-palmed, canvas-backed work gloves to each employee in Civil Construction (only) on a quartermaster type of basis (one every six months to be issued by management to employees active on payroll at the time and not issued through the Tool Room.)
- J.7 Water Department Rules - The time limit contained within Section 5.9 shall be extended to a period of eight (8) hours or longer when an individual who is employed at the Cedar River Water Shed works in a training capacity at the higher classification of Operator, Construction and Maintenance Equipment.
- J.8 Parks & Recreation Department Rules - Employees covered by this Appendix employed by the Parks and Recreation Department at the Jackson, Jefferson and/or West Seattle Golf Courses shall forego the first four (4) hour rest break of their eight (8) hour workday (consisting of fifteen [15] minutes) and combine it with the second four (4) hour rest break of their eight (8) hour workday (also consisting of fifteen [15] minutes) to make a total of one thirty (30) minute rest break for the entire eight (8) hour workday, to be taken during the second half of the eight (8) hour workday.
- J.8.1 Employees covered by this Appendix employed by the Parks And Recreation Department at Community Pools as Pool Maintenance Lead Workers and Pool Maintenance Workers shall forego the second fifteen (15) minute break of the day and combine it with their lunch break of thirty (30) minutes for a total lunch break of forty-five (45) minutes.
- J.8.2 A Laborer; Utility Laborer; or Maintenance Laborer when assigned to operate and use for loading and hauling a Parks Department tractor equivalent to a Kubota rotary with bucket (Equipment #8142) or a golf course tractor with a front-end loader attached and a bucket capacity of 1/4 yard or larger shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 at a rate equivalent to the classification of Parks Equipment Operator. (This Section does not apply to the golf courses.)
- J.8.3 Coveralls shall be furnished to employees assigned to work as Construction and Maintenance Equipment Operators in the Parks & Recreation Department.
- J.8.4 Effective upon signature of the agreement, regular riding mower operators (Maintenance Laborers) and regular Senior Golf Course Technicians, in order to protect themselves while performing minor maintenance work, shall be given one pair of coveralls for the duration of the agreement. Replacement of coveralls beyond the one pair may be made upon mutual agreement.
- J.8.5 Effective upon signature of the agreement, employees at Freeway Park who work at hazardous heights will be given appropriate safety training related to climbing.

J.9 Shift Premium - Effective January 01, 1994, an employee working within a classification identified within Section J.1 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

GRAVEYARD SHIFT

35¢ per hour

45¢ per hour

J.9.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

J.9.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M.. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

J.10 When a Heating Plant Technician works on the interior of boilers (fire siding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times his/her regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the form of pay or compensatory time; for example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining (4) hours of his/her shift at either the straight-time rate of pay at non-fire siding duties, or the double time rate for continued "fire siding" work and thus receive the equivalent of either twelve (12) hours or sixteen (16) hours straight-time pay, respectively, depending upon the circumstances for that eight (8) hour work period.

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APPENDIX "K"

SHEET METAL WORKERS, LOCAL NO. 66

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Sheet Metal Workers, Local No. 66, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

K.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Sheet Metal Worker, Automotive .....	\$17.46	\$18.14

K.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Sheet Metal Worker, Automotive .....	\$17.97	\$18.67

K.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

K.2 Effective December 01, 1996, employees classified and working full-time as Sheet Metal Workers, Automotive who have completed their probationary period and have been employed by the City in the aforementioned classification for the entire preceding year, shall be paid a tool allowance in the amount of one hundred forty-five dollars (\$145.00). A like payment shall be made on the first pay date following a full pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

The provision of the \$145.00 tool allowance is made with the understanding that Sheet Metal Workers, Automotive are not entitled to the Footwear allowance delineated in Article 14.11.

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APPENDIX "L"

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union Of Operating Engineers, Local No. 302, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

L.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m +</u>
Crew Chief, Asphalt Paving .....	\$19.13	\$19.93	\$20.70	\$20.70
Supervisor, Asphalt Paving .....	20.33	21.09	21.91	22.78
Crew Chief, Construction & Repair .....	18.80	19.51	20.33	20.33
Crew Chief, Disposal I .....	19.13	19.93	20.70	20.70
Crew Chief, Disposal II .....	20.52	21.29	22.12	22.12
Crew Chief, Waste Water Collection .....	18.80	19.51	20.33	20.33
District Crew Chief, Waste Water Collection .....	20.33	21.09	21.91	21.91
Crew Chief, Street Maintenance .....	18.80	19.51	20.33	20.33
Street Maintenance Supervisor .....	20.33	21.09	21.91	21.91
Oiler-Rigger .....	14.44	14.99	14.99	14.99
Operator, Construction & Maintenance Equipment .....	17.84	18.56	18.56	18.56
Operator, Construction & Maintenance, Equipment, Senior .....	19.51	19.51	19.51	19.51

L.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m+</u>	<u>STEP E</u> <u>43 m+</u>
Crew Chief, Asphalt Paving .....	\$19.68	\$20.51	\$21.30	\$21.30	\$21.30
Supervisor, Asphalt Paving .....	20.92	21.70	22.55	23.44	23.44
Crew Chief, Construction & Repair .....	19.35	20.08	20.92	20.92	20.92
Crew Chief, Disposal I .....	19.68	20.51	21.30	21.30	21.30
Crew Chief, Disposal II .....	21.12	21.91	22.76	22.76	22.76
Crew Chief, Waste Water Collection .....	19.35	20.08	20.92	20.92	20.92
District Crew Chief, Waste Water Collection .....	20.92	21.70	22.55	22.55	22.55
Crew Chief, Street Maintenance .....	19.35	20.08	20.92	20.92	20.92
Street Maintenance Supervisor .....	20.92	21.70	22.55	22.55	22.55
Oiler-Rigger .....	14.86	15.42	15.42	15.42	15.42
Operator, Construction & Maintenance Equipment* .....	17.65	18.36	19.10	19.10	19.10
Operator, Construction & Maintenance, Equipment, Senior .....	20.08	20.08	20.08	20.08	20.08

\*To be effective upon signature of agreement.

- L.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- L.2 Operator, Asphalt Planer-Burner Premium - When an employee is assigned the duties of an "Operator Asphalt Planer - Burner," he/she shall be compensated a premium of two dollars and fifteen cents (\$2.15) for each day so assigned.
- L.3 Employees classified as "Operator, Construction and Maintenance Equipment" who operate equipment in the Solid Waste Utility transfer stations and on the Solid Waste Utility landfills shall be paid at the "Operator, Construction and Maintenance Equipment, Senior" rate of pay.
- L.4 Water Department Standby Roster Rule - Employees on the Water Department Standby Roster who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions shall receive a compensatory time benefit as follows:

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Conditions - (1) The employee is required to work in excess of eight (8) hours on an overtime basis; and (2) the employee's next regularly scheduled shift begins within eight (8) hours of being released from overtime; and (3) the employee must have worked a total of sixteen (16) hours within the twenty-four (24) hour period commencing at the beginning of his/her preceding regular shift.

Compensatory Time Benefit:

For each overtime hour worked in excess of eight (8) overtime hours, under the conditions hereinbefore set forth, the employee shall accrue one (1) hour of compensatory time which must be used at the beginning of or during the employee's next regular shift which commences within eight (8) hours of being released from the overtime work. At the employee's option, such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Water Department, or the designated Manager in other City departments, or his/her designee, the employee may be required to return to work. Such compensatory time shall be earned in addition to the normal overtime rate of pay.

L.5 Coveralls shall be furnished to all Oiler-Riggers and Construction and Maintenance Equipment Operators.

L.6 The City shall retain the right to assign new equipment. If a dispute arises pertaining to the assignment of new equipment, the City and the affected Unions shall meet to settle the dispute according to Section 16.2. Such settlement shall not preclude assignment of work out of class per Section 5.9.

L.7 The City shall provide the Union with the total number of out-of-class hours worked on a six-month basis for each department where the Union represents employees.

L.7.1 The following equipment shall be classified by the City as CMEO-assigned equipment and shall be paid at the CMEO pay rate(s):

- |  |  |
|--|--|
| *Backhoe with bucket 1/16 yard or larger | Flail/Slope Mowers   |
| *Box Scraper attachment                  | *Rear or Center mount blade  |
| *Front Loader - 1/4 yard or larger       | Ford 6610 Tractor  |
| Bull Dozers - all                        | Asphalt Roto-Grinder (Sr. CMEO)                                    |
| Motor Patrol (Graders) - all             | *Boom Trucks (Sr. CMEO)  |
| Mobile Street Sweepers                   | Paving Machines (Sr. CMEO)   |
| Rollers/Compactors                       | Revolving Truck-mounted Cranes (Sr. CMEO)                          |
| Track Backhoe (Sr. CMEO)                 | Tiger 75 - horsepower tractor mower (or an equivalent replacement) |

\*Local 302 acknowledges historical past practice of other bargaining unit utilizing some of the equipment and/or attachments named above and will not claim this jurisdiction.

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- L.7.2 The Parks Department, Labor Relations and Union will meet during the remaining term of the agreement to discuss the criteria of horsepower, yardage capacity (of equipment), the use and purposes (of the equipment and attachments), and other related criteria to decide whether other equipment can be added to the above list defining CMEO-assigned or paid equipment. The signature of the letter of agreement prior to expiration date of the JCC labor agreement will determine the effective date of implementation.
- L.8 Should the City require Waste Water Crew Chiefs to obtain a level III certification based upon legal mandates, during the duration of the contract, the City will discuss an adjustment in wage premiums with the Union at that time.
- L.9 When a Crew Chief II (Senior) cannot respond to an emergency call during non-regular working hours, and a Crew Chief I is required to respond, the Crew Chief I shall be paid the Crew Chief II rate of pay for the first two (2) hours unless the incident requires additional Crew Chief II hours of work in exceptional circumstances as determined by management.
- L.10 All regularly appointed Crew Chiefs shall be paid at a step in the Crew Chief range above the wage of the highest paid employee under their supervision.
- L.11 Regular full-time Construction and Maintenance Equipment Operators and Crew Chiefs shall have the first right of refusal for scheduled overtime within the work unit and shift prior to assignment of overtime to an out-of-class employee. When overtime, whether scheduled or unscheduled, is required to complete a specific work assignment that is currently being performed by an out-of-class Construction and Maintenance Equipment Operator or Crew Chief, that overtime may be assigned to the out-of-class employee.
- L.12 The Senior Construction and Maintenance Equipment Operator position assigned to maintain and monitor the solid waste landfills shall receive appropriate work out of class if so qualified when required to perform gasification, leachate, confined space, or excavation and repair of manifolds.
- L.13 Hazardous Wastes - When a job site has been determined to contain potential hazardous waste materials as defined by local and national guideline, the City shall meet all requirements of NIOSH/OSHA/WISHA/EPA or other laws pertaining to site specific education, training, and safety requirements. If questions arise regarding potential hazardous materials on a projected work site, the City shall take reasonable precautions prior to any work assignments.
- L.14 Shift Premium - Upon signature date of the agreement, an employee working within a classification identified within Section L.1.1 who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night

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(graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

L.14.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

L.14.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

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APPENDIX "M"

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL NO. 767-M

This APPENDIX is supplemental to that Agreement by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Graphic Communications International Union, Local No. 767-M, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

M.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Printing Equipment Operator .....	\$13.27	\$13.74	\$14.26	\$14.83	\$15.41
Printing Equipment Operator, Sr. ....	14.26	14.83	15.41	15.99	16.61
Prepress Technician .....	14.26	14.83	15.41	15.99	16.61
Bindery Worker .....	12.32	12.76	13.27	13.74	14.26
Bindery Worker, Senior .....	13.74	14.26	14.83	15.41	15.99
Printing Equipment Operator, Apprentice .....	67% of Duplicating Equipment Operator entry rate of pay from 00 - 06 months				
	71% of Duplicating Equipment Operator entry rate of pay from 07 - 12 months				
	75% of Duplicating Equipment Operator entry rate of pay from 13 - 18 months				
	79% of Duplicating Equipment Operator entry rate of pay from 19 - 24 months				
	83% of Duplicating Equipment Operator entry rate of pay from 25 - 30 months				
	87% of Duplicating Equipment Operator entry rate of pay from 31 - 36 months				
	91% of Duplicating Equipment Operator entry rate of pay from 37 - 42 months				

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95% of Duplicating Equipment Operator entry rate of pay from 43 months +

M.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Printing Equipment Operator .....	\$13.65	\$14.14	\$14.67	\$15.26	\$15.86
Printing Equipment Operator, Sr. ....	14.67	15.26	15.86	16.45	17.09
Prepress Technician .....	14.67	15.26	15.86	16.45	17.09
Bindery Worker .....	12.68	13.13	13.66	14.14	14.67
Bindery Worker, Senior .....	14.14	14.67	15.26	15.86	16.45
Printing Equipment Operator, Apprentice .....	67% of Duplicating Equipment Operator entry rate of pay from 00 - 06 months				
	71% of Duplicating Equipment Operator entry rate of pay from 07 - 12 months				
	75% of Duplicating Equipment Operator entry rate of pay from 13 - 18 months				
	79% of Duplicating Equipment Operator entry rate of pay from 19 - 24 months				
	83% of Duplicating Equipment Operator entry rate of pay from 25 - 30 months				
	87% of Duplicating Equipment Operator entry rate of pay from 31 - 36 months				
	91% of Duplicating Equipment Operator entry rate of pay from 37 - 42 months				
	95% of Duplicating Equipment Operator entry rate of pay from 43 months +				

M.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

M.2 An employee assigned to operate the two-color, 35" or over Heidelberg press or its equivalent at the Department of Administrative Services shall be paid an additional fifty cents (50¢) per hour for the first 1040 hours so assigned; one dollar (\$1.00) per

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hour for the next 1040 hours; one dollar, fifty cents (\$1.50) per hour for the next 1040 hours; and two dollars (\$2.00) for the next 1040 hours; two dollars and fifty cents (\$2.50) for the next 1040 hours; and three dollars (\$3.00) thereafter.

- M.3 Meal Period - Notwithstanding the provisions of Section 5.1.1, employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. The meal period shall be no less than one-half (½) 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 either, at the discretion of supervision, be afforded a meal period at the first available opportunity during working hours without compensation, or continue working through eight (8) consecutive hours.
- M.4 All requests to work overtime shall be made at least two (2) hours prior to the end of the shift when possible and practical.
- M.5 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the supervisor, in the form of compensatory time.
- M.6 Notwithstanding the provisions of Sections 17.3 and 17.4, the Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees and are not subject to the grievance procedure of this Agreement.
- M.7 The employees covered by this Appendix 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 brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in their personal files are permitted to insert material relating to the challenge.
- M.8 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.
- M.9 Coveralls, shop aprons, and/or bib overall if currently provided by the departments shall continue to be provided per existing departmental practice throughout the duration of this Agreement.

M.10 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

M.11 At such time as a shift other than a regular day shift is established on a permanent basis, the Union reserves the right to bargain over the rate of pay for such shift.

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APPENDIX "N"

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 104

This APPENDIX is supplemental to that Agreement by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104, hereinafter referred to as the Union, for that period from January 01, 1995 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

N.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Bridge Maintenance, Mechanical Helper .....	\$14.00	\$14.49
Fabricator, Metal .....	19.35	19.85
Crew Chief, Metal Fabricator .....	20.23	21.07
Mechanic, Bridge Maintenance .....	19.35	19.85
Mechanic, Crew Chief Bridge Maintenance .....	20.23	21.07
Riser Maintenance Specialist .....	18.32	19.04

N.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Bridge Maintenance, Mechanical Helper .....	\$14.41	\$14.91
Fabricator, Metal .....	19.91	20.43
Crew Chief, Metal Fabricator .....	20.82	21.68
Mechanic, Bridge Maintenance .....	19.91	20.43
Mechanic, Crew Chief Bridge Maintenance .....	20.82	21.68

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Riser Maintenance Specialist ..... 18.85      19.59

N.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

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APPENDIX "O"

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239, SECURITY OFFICERS

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, Security Officers, hereinafter referred to as the Union, for that period from January 01, 1996 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

O.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18 m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
Security Officer .....	\$11.82	\$12.32	\$12.76	\$12.76	\$12.76
Security Officer, Senior .....	13.00	13.53	13.99	13.99	13.99
Supervising Security Officer .....	14.26	14.83	15.41	15.99	16.61

O.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18 m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
Security Officer .....	\$12.16	\$12.68	\$13.13	\$13.13	\$13.13
Security Officer, Senior .....	13.38	13.92	14.40	14.40	14.40
Supervising Security Officer .....	14.67	15.26	15.86	16.45	17.09

O.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

O.2 In lieu of Section 5.1, the employee working in the position at Seattle Center designated Supervising Security Officer shall, subject to the guidance and approval of Seattle Center management, make such adjustments in his/her normal daily work hours as may be required to fulfill his/her job responsibilities; provided, however, that said necessary adjustments shall be made insofar as Seattle Center

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management deems feasible within the normal forty (40) hours allowed per payroll workweek without overtime compensation. For example, in order to fulfill his/her supervisory responsibilities, the Supervising Security Officer may need to schedule himself/herself or be scheduled by Seattle Center management on a given workday to begin work before his/her regularly scheduled starting time, to extend his/her regularly scheduled shift, or to participate in a staff meeting held outside his/her regularly scheduled shift hours. The extra hours worked would be adjusted, subject to Seattle Center management approval, by scheduling equivalent hours off within the same workweek.

- O.3 Turnaround time shall be recognized as the twelve (12) hour period immediately following the termination of the employee's previous day's regular shift. An employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during this twelve (12) hour period, not to include training. In applying this provision, a regular employee or temporary who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits.
- O.4 In lieu of Section 6.1.1, whenever any paid holiday falls on an employee's regularly scheduled day/days off, either the day before or the day after the employee's scheduled day/days off may be recognized as the paid holiday, or, the department may elect to pay the employee for the holiday(s) at the regular straight-time rate of pay. Payment shall be made only once per affected employee for any one holiday.
- O.5 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.
- O.6 Effective upon signing this Agreement, current employees who do not have a Special Police Commission will be required to apply for such Commission. Current employees who apply for and cannot get such Commission during or after their probationary period will not be expected to get such Commission. However, all new hires upon signature date of this Agreement will be required to get such Commission during their probationary period.
- O.7 Uniforms - Sections O.7, O.7.1, O.7.2, O.7.3, and O.7.4 are in lieu of Sections 14.11 and 14.12; notwithstanding Section 1.2, Sections O.7, O.7.1, O.7.2, O.7.3, and O.7.4 apply to temporary Security Officers and temporary Senior Security Officers; each employee covered by this Agreement and classified as Security Officer, Senior Security Officer, and Supervising Security Officer shall purchase uniforms in accordance with City standards and shall maintain uniforms in a manner that meets the standards established by the Seattle Center, and the City shall, consistent with existing practice, provide for the cleaning of such uniforms.

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- O.7.1 If pith helmets and white gloves are required, said items will be furnished by the City at no cost to the employee.
- O.7.2 Effective January 1, 1996, for purposes of purchasing, replacing and maintaining uniforms and/or as reimbursement for the cost of purchasing protective or other specified footwear when such footwear is required by the City, the City shall pay newly hired employees \$250 maximum reimbursement after six (6) months of employment. Employees will receive a \$50 maximum reimbursement for a major uniform change to be effective July 1, 1995. Employees will have until February 1, 1997, to transition to the new uniform. Thereafter, employees will receive a \$250 maximum reimbursement if/when a major change in the uniform occurs. The department will notify employees at least ninety (90) days before such change is made. Employees (except new hires in the first year) shall receive an annual \$200 maximum reimbursement for expenses incurred during each calendar year.
- O.7.3 The Seattle Center shall provide the following articles of the uniform: Hat, coat, badges, patches, keepers, duty belt, whistle chain, name tag, radio holder, bicycle gear, key keeper, flashlight holder, mini-flashlight, mace, mace holder, mini-mag holder, and collar brass.
- O.7.4 Upon leaving Seattle Center employment as a Security Officer, Senior Security Officer, or Supervisory Security Officer, the employee will return the articles of the uniform provided by the Seattle Center, and any articles of the uniform the employee purchased and was reimbursed for in the six months prior to departure.
- O.7.5 All reimbursements above are maximum amounts and noncumulative. The maximum amount, if not spent, cannot be carried over to a later time frame. Requests for reimbursement shall be accompanied by a receipt showing the amount and place of purchase.
- O.7.6 All reimbursements above are based on purchased and replaced uniform items being approved by the Seattle Center Department and the employee providing proof of purchase for items to the department. Items may be purchased from any source as long as items are subject to the approval of the department.
- O.8 Whenever an employee, covered by this Agreement, is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.
- O.9 Seattle Center will provide appropriate educational and training opportunities for the security staff on a continuing basis. Training subjects will include, but not be limited to, self-defense, first-aid and conflict resolution. The scope and the number of hours devoted to training will be determined by Seattle Center after discussion with the Union.

O.10 When transporting more than \$500 off of the Seattle Center grounds, a Security Officer in charge will be accompanied by another Security Officer. (However, the present practice for one Security Officer to accompany the Parking Attendant when transporting money to the bank shall continue.)

O.11 Effective January 1, 1996, employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

Swing shift shall normally begin at 3:00 p.m. and graveyard shift shall normally begin at 11:00 p.m.

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

O.12 The City and the Union reserve the right to open this agreement for the purposes of negotiating on the issue of safety.

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City of Seattle Personnel Department

Norman B. Rice, Mayor Sarah Welch, Personnel Director



RECEIVED OMP  
MAY 15 1996

May 13, 1996

TO: Seattle City Council

VIA: Mayor Norman B. Rice

ATTENTION: Tom Tierney  
Director of Management and Planning

FROM: *Sarah Welch*  
Sarah Welch  
Personnel Director

SUBJECT: Attached Proposed Ordinance Approving a Collective Bargaining Agreement with the Joint Crafts Council

The attached proposed ordinance authorizes a collective bargaining agreement effective through December 31, 1997, with the Joint Crafts Council. This agreement affects 15 bargaining units, and covers approximately 1,300 City employees.

A Memorandum of Understanding between the City of Seattle and the Coalition of Unions concerning wages, and health and dental care benefits, effective through December 31, 1997, was authorized by Ordinance 117487. Since the Joint Crafts Council and its affiliated bargaining units were members of the Coalition of Unions, the provisions of the Memorandum of Understanding are incorporated in this agreement.

The collective bargaining agreement, in addition to the above-mentioned wages and health care benefits, includes the following changes as a result of Task Force on Service Delivery Efficiencies agreements and separate contract negotiations:

**Layoffs**

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

**Reopeners**

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

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12th Floor Dexter Horton Building Telephone Device for the Deaf and  
710 Second Avenue the Hearing Impaired (TDD)  
Seattle WA 98104-1793 884-7888  
Fax # 684-4157

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

**General Leave** - At any time during the term of this agreement, but in no event earlier than January 1, 1996, the Union and/or the City shall have the right to open this agreement for the purpose of negotiating a general leave provision.

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

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

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

**Industrial Insurance** - The parties agree either may reopen for negotiation the terms and conditions of this Article.

### **Grievance Procedure**

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

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

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accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees.

**Industrial Injury or Illness**

The parties agree that in no circumstances will the amount paid under industrial insurance exceed the normal take-home pay of an employee. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the City's supplemental benefit amount which exceeds the rate required to be paid by the state law.

The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy for employees who are injured on the job.

**Health Care Options for Temporary Employees**

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

This settlement in the Master Agreement includes the following additional terms:

- (1) There is clarification on management's ability to work employees out of class across bargaining units. In return, there will be a restriction of six (6) months on work out of class, unless certain exceptional conditions apply, in which case upon notification to the union or unions involved, up to nine (9) months can be worked out of class. (Beyond nine (9) months, union must concur with any additional extension of the work out-of-class assignment.)
- (2) There is clarification of trial service period.
- (3) An employee who does not use the full \$70 footwear allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the \$70 allocated for that year.
- (4) The City reserves the right to reopen on the issue of Seattle Center Employee Parking for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program.

The significant issues settled in the Appendixes were:

- (1) In Appendix C for Stage Technicians, the establishment of a new title Grip-Intermittent as a wage concession resulting in a significant cost savings so the Seattle Center can more effectively compete with other entertainment venues or facilities in its market in attracting events for its facilities. (For example, it is particularly critical that the new Key Arena be competitive with the Tacoma Dome for events and business revenue.)

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- (2) Reduction of call back of intermittent employees including Grips from 75% to 50% results in less overtime costs.
- (3) In the Stage Technician Appendix, employee contribution to the Union's Health and Welfare trust shall no longer be taken out of the temporary employee percentage premiums and the employee contributions will be taxed for purposes of income tax and FICA.
- (4) In the Stage Technician Appendix, because of the above cost savings, we agreed to a prohibition on contracting out through the end of agreement, December 31, 1997.
- (5) In Appendix F and J (for Electricians and Laborers, respectively), clarified that crews of Laborer(s) and Senior Janitor(s) at Seattle Center may change light bulbs while Electricians do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures.
- (6) In Appendix I for Painters, a Working Crew Chief is established.
- (7) In return for the Working Crew Chief, we have established a 50¢ per hour premium for the Painter Crew Chief while supervising Structural Painters.
- (8) Also, in return for the Working Crew Chief, we have provided a \$75 per year tool allowance for the title of Automotive Body Worker/Painter (two employees) who work with Automotive Sheet Metal Workers who already have the same tool allowance.
- (9) In Appendix J for Laborers, the title of Heat Plant Technician (two employees) receives a wage equity adjustment of approximately 7%.
- (10) In Appendix J, wages for the Laborer title effective January 8, 1997 are adjusted so that the first step in effect on January 7, 1997 becomes the new first step without the CPI increase of January 8, 1997.  
  
Regular employees in the first or second steps in effect on January 7, 1997 receive the CPI increase on January 8, 1997 and are placed in the second or third step in the range, and if in the new second step, regular employees will complete six (6) months of service before progressing to the new third step.
- (11) In Appendix J for Laborers, a Working Crew Chief is established.
- (12) In Appendix J, gloves are provided for the Civil Construction employees at City Light.
- (13) In Appendix J, riding mower operators (Maintenance Laborers and Senior Golf Course Technician) are provided coveralls.
- (14) In Appendix L (Operating Engineers), we have negotiated a lower step for Construction and Maintenance Equipment Operator (CMEO).

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Seattle City Council  
May 13, 1996  
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- (15) In return for the lower step for the CMEO, a shift differential of 35¢ on second shift and 45¢ for third shift (same as four other Joint Crafts Council units already have) is provided. (Both the lower step above and the shift differential are effective upon signature of the agreement.)
- (16) In Appendix O (Security Officers), a one-time-only \$50 maximum reimbursement instead of \$250 is provided to pay for transition to a new uniform at the Seattle Center. In exchange, Seattle Center will provide certain uniform items which were not provided in the past.

The costs associated with this collective bargaining agreement on wages and benefits were previously presented with Ordinance 117487. This settlement on all other terms involved reciprocal cost savings for costs, and thus cost neutrality on all other terms, making further cost analysis unnecessary.

Any questions you may have regarding this legislation or the provisions of the new agreement with the Joint Crafts Council may be addressed to Pat LeMay at 684-7872.

PL:nem

Attachments

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**AGREEMENT**  
by and between  
**THE CITY OF SEATTLE, WASHINGTON**  
and  
**JOINT CRAFTS COUNCIL**

**Effective through December 31, 1997**

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A G R E E M E N T  
by and between  
THE CITY OF SEATTLE  
and  
JOINT CRAFTS COUNCIL

January 01, 19925 through December 31, 19947

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**A G R E E M E N T**

by and between

**THE CITY OF SEATTLE, WASHINGTON**

and

**JOINT CRAFTS COUNCIL**

**PREAMBLE**

THIS AGREEMENT is by and between THE CITY OF SEATTLE, WASHINGTON, hereinafter referred to as the City, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council comprised of the following Unions, hereinafter referred to as the Unions, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE I of this Agreement:

Hotel Employees And Restaurant Employees, Local No. 8

Inlandboatmen's Union Of The Pacific

International Alliance Of Theatrical Stage Employees & Moving Picture Machine Operators Technicians, Artists, and Allied Crafts Of The United States And Canada, Local No. 15

International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 79

International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 289

International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104

International Brotherhood Of Electrical Workers, Local No. 46

International Brotherhood Of Teamsters, Local No. 763

International Brotherhood Of Teamsters, Local No. 117

~~International Union Of Graphic Communications International Union, Local No. 767-M~~

International Union Of Operating Engineers, Local No. 302

Painters District Council No. 5

Public Service And Industrial Employees, Local No. 1239

Sheet Metal Workers, Local No. 66

Public Service and Industrial Employees, Local No. 1239, Security Officers

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## ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

- 1.1 The City recognizes the respective Unions as the exclusive collective bargaining representatives for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining units defined in Appendices "A" through "NO" of this Agreement. For purposes of this Agreement and the bargaining units described herein the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service ~~from an eligible register~~.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment, e.g. full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.1.7 The term "interim basis" shall be defined as an assignment of an regular or probationary employee or employees to fill a vacancy in a permanent position for a short period while said position is waiting to be filled by a regularly

appointed employee. ~~or to fill a vacancy in a permanent position for which no certification is presently available.~~

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.2; ~~and 5.6;~~\* 14.5; 14.6.3; 14.11 and Article XX20, 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.

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

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

- 0001st hour through 0520th hour . . . . 05% premium pay
- 0521st hour through 1040th hour . . . . 10% premium pay
- 1041st hour through 2080th hour . . . . 15% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 20% premium pay)
- 2081st hour + . . . . . 20% premium pay (If an employee worked 800 hours or more in the previous 12 months, he/she shall receive 25% premium pay)

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

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

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periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

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

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

1.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount

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of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

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

1.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

- 1.2.9 The City may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of permanent positions.
- 1.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article X#12.
- 1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 1.4 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 which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered community service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 1.4.1 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

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

1.5

An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

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ARTICLE 2 - NON DISCRIMINATION

- 2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.
- 2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

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### ARTICLE 3 - UNION MEMBERSHIP AND DUES

- 3.1 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 appropriate Union or contribute pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned/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 the employee's payment of the regular initiation fee and the regular dues uniformly required by the Union of its members.
- 3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.
- 3.1.2 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 and initiation fees to a non-religious 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.
- 3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article #3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article III, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 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 or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "NO" which are attached hereto and made a part of this Agreement. ~~Classification titles in effect December 31, 1994, shall be subject to change pursuant to agreed-upon title changes emanating from the City's classification project and/or agreed-upon accretions.~~

4.1.1 Effective December 27, 1995, the base wage rates referenced in 4.1 above shall berefect an increased by of ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1995 over the same period in 1994, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), for the first half of calendar year 1995 as published by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{Semi-annual Average 1st half 1995} - \text{Semi-annual Average 1st half 1994}}{\text{Seattle-Tacoma CPI-W} \quad \text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1994, Seattle-Tacoma CPI-W

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

4.1.2 Effective January 8, 1997, the base wage rates referenced in 4.1.1 above shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma Area Consumer Price Index semi-annual average first half 1996 over the same period in 1995, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 =100), for first half of calendar year 1996 as published by Bureau of Labor Statistics under the following formula.

$$\frac{\text{Semi-annual Average 1st half 1996} - \text{Semi-annual Average 1st half 1995}}{\text{Seattle-Tacoma CPI-W} \quad \text{Seattle-Tacoma CPI-W}} \times 100$$

Semi-Annual Average 1st Half 1995, Seattle-Tacoma CPI-W

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

4.1.3 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided

for herein.

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendices attached hereto.

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

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

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

range established for the class.

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

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" nor to "temporary assignments" providing pay "over regular salary while so assigned."

4.2.7.1 ~~Upon promotion an employee who has worked out of classification in the classification title of the position to which he/she is promoted for no less than three hundred (300) work hours within the last four (4) calendar months immediately prior to the promotion shall have such time credited for pay step purposes. Hours worked out of class shall apply toward salary step placement if the employee is promoted, or his/her position reclassified, to the same title as the out-of-class assignment within 12 months of the end of such assignment.~~

4.2.8 An employee demoted because of inability to meet established performance

standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

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

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

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

~~4.3 Labor/Management Wage Equity Study Committee - Effective January 1, 1992, there shall be established a Labor/Management Wage Equity Study Committee comprised of an equal number of representatives from the City and the Joint Crafts Council not to exceed a total of eight (8). This Labor/Management Wage Equity Study Committee shall meet to hear appeals for increases in the rates of pay for certain classifications represented by those Unions within the Joint Crafts Council who submitted similar type proposals in the most recently concluded contract negotiations with the City. The Labor/Management Wage Equity Study Committee shall make every reasonable effort to have concluded its appeal process rendering a majority decision on the amount of increase in the rates of~~

pay, and for which classifications, and on what effective dates by no later than April 01, 1992.

~~4.3.1~~ Effective January 1, 1992, the City shall allocate the sum of twenty-five thousand dollars (\$25,000.00), all of which shall be applied to the 1992 calendar year for the specific purpose of increasing the rates of pay for certain classifications as directed by a majority decision of the Labor/Management Wage Equity Study Committee.

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## ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five consecutive days followed by two (2) consecutive days off, except for relief shift assignments, four (4) day/ten (10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

5.1.2 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.

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, 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.

5.2 Overtime - All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.3 Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.

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

5.3 Call Back - Employees who are called back to work after completing their 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: 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.

5.3.1 Definition of a 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 his/her 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.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated receipt for said 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 of six dollars (\$6.00) in lieu of reimbursement for the meal.

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

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- (1) Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.
  - (2) In determining "reasonable cost" the following shall also be considered:
    - The time period during which the overtime is worked.
    - The availability of reasonably priced eating establishments at that time.
  - (3) The City shall not reimburse for the cost of alcoholic beverages.
- 5.4.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.
- 5.4.3 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 5.4, 5.4.1 and 5.4.2; 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.
- 5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek 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 in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.
- 5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week.
- 5.6.1 For employees who work a four (4) day, forty (40) hour workweek the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, 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 that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, return immediately to work. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3.

5.9 Work Outside of Classification - Effective upon the signature date of this Agreement 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 a substantial amount of the duties and accept a substantial amount of the responsibility the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular of a higher-paid 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 salary rate established for such classification while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisory and/or Crew Chief employee in the line of organization, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. In the event a supervisor's position is to be filled, proper authority shall be the supervisor's supervisor, provided however, the City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not

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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 6 months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being worked out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

- 5.9.1 The practice of no out-of-class pay for paid leave will continue.
- 5.9.42 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues 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.
- 5.9.23 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 City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 5.9.34 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 5.9.5 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 which would otherwise constitute an

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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.

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.

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ARTICLE 6 - HOLIDAYS

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

<del>New Year's Day</del>	<del>January 1st</del>
<del>Martin Luther King, Jr's Birthday</del>	<del>3rd Monday in January</del>
<del>Lincoln's Birthday</del>	<del>February 12th</del>
<del>Washington's Birthday</del>	<del>3rd Monday in February</del>
<del>Memorial Day</del>	<del>Last Monday in May</del>
<del>Independence Day</del>	<del>July 4th</del>
<del>Labor Day</del>	<del>1st Monday in September</del>
<del>Veterans' Day</del>	<del>November 11th</del>
<del>Thanksgiving Day</del>	<del>Fourth Thursday in November</del>
<del>Day after Thanksgiving Day</del>	<del>Day After Thanksgiving Day</del>
<del>Christmas Day</del>	<del>December 25th</del>
<del>Personal Holiday</del>	

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

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

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

6.1.2 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount

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

- 6.2 To qualify for holiday pay, City employees shall have been on the payroll for a period of thirty (30) calendar days and shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.3 Employees on pay status on or prior to October 1st shall be entitled to use of the Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 6.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 6.1 during that calendar year.
- 6.3.1 A Personal Holiday may be used in the same manner as an earned vacation day. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later cancelled 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 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours' advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1-1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hour advance notification on a holiday; he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of

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compensatory time off to be taken at another mutually agreed-upon date.

~~6.6 Sections 6.7, 6.8 and 6.8.1 of this Article shall become effective on a date specified by the Personnel Director after the execution of this Agreement by both parties and after pertinent revisions to the Seattle Municipal Code have been approved by the City Council. The revisions to the Seattle Municipal Code shall be for the purpose of implementing the agreed-upon changes in the specific days recognized by the City as paid holidays. On the afore-referenced effective date, Sections 6.1 and 6.3 shall become null and void.~~

~~6.8 (This paragraph moved to become part of section 6.3.)~~

~~6.8.1 (This paragraph moved to become part of section 6.3.)~~

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ARTICLE 7 - ANNUAL VACATION

- 7.1** Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 7.2** "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by industrial insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 7.3** The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>			<u>MAXIMUM VACATION BALANCE</u>
<u>Hours on Regular Pay Status</u>	<u>Vacation Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
0 through 08320	.0460	0 through 4	12	(96)	.32
08321 through 18720	.0577	5 through 9	15	(120)	240
18721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

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

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

- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 7.6 In the event that the 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 shall 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 shall be allowed.
- 7.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from 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 accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 7.12 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use

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accrued vacation in conjunction with a leave of absence.

7.13

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.

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

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

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.
- Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 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.

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

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

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

8.1.6 Compensation for the first four (4) 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 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.

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

- Suspended or on leave without pay and when laid off or on other non-pay status.
- Off work on a holiday.
- Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.
- An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

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

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

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

- 8.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period for time. The necessary forms shall be available to the employee through his/her Department Supervisor.
- 8.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half ( $\frac{1}{2}$ ) hour shall be disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 8.1.8.5 Limitations Of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.
- 8.1.8.6 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.
- 8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence.

In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

8.2.1 Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article XX121.

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

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

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

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

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## ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

- 9.1 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in due to absence from his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the 80% rate by Industrial Insurance, or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.
- 9.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code (SMC) 4.44, as now or hereinafter amended.
- 9.1.3 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.
- 9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries

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

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

- 9.2 Initial Care Facility - The parties agree to review the concept of an initial care facility to promote and support a strong return-to-work policy. An initial care facility is a designated facility available to provide the first treatment and possible ongoing treatment of injured workers. The Health Care Cost Containment Committee will be responsible for conducting the review and making a decision regarding the feasibility of the initial care facility concept; such review will be completed by May 1, 1996 unless the time frame is extended by mutual agreement of the participants in the Health Care Cost Containment Committee. If the participants mutually agree to utilization of an initial care facility, the requests for bid shall go out within two months of such consensus decision.
- 9.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.
- 9.4 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties, but in the judgement of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 9.5 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

- 9.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation And Medical Aid.
- 9.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 9.8 The parties agree either may reopen for negotiation the terms and conditions of this Article.

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ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve- (12) month trial-period of employment following an employee's initial regular appointment within the classified Civil Service from an-eligible register to a permanent position.
- 10.1.2 Regular Appointment - The authorized appointment of an certified-eligible individual or the assignment of an employee individual to another classification contained within the same base class position covered by Civil Service.
- 10.1.3 Trial Service Period/Regular Subsequent Appointment From A Register - A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from an-eligible register from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Register/Recall List to a different department other than that from which the employee was laid off.
- 10.1.4 ~~Trial Service Period/Assignment From A Base Class - A six (6) month trial period of employment of a regular employee beginning with the effective date of regular appointment to an assignment level classification contained within the same base class:~~
- 10.1.5.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.
- 10.1.5 Revert - To return an employee who has not successfully completed his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.
- 10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and his/her name placed on a Reversion Recall List for the class/department from which he/she was removed.
- 10.2 Probationary Period/Status Of Employee - Employees who receive appointment are initially appointed to a permanent positions from an-eligible register shall serve a probationary period of twelve (12) months.
- 10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment

to the position, and to terminate any employee whose work performance fails to meet the required standards.

10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to the expiration of the initial twelve- (12) month probationary period.

10.3 Probationary Period/Dismissal - An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the 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.

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

10.4 Trial Service Period - An employee who has satisfactorily completed his/her probationary period and who is subsequently promoted/appointed from an eligible register to a position in a higher paid/another classification shall serve a twelve- (12) month trial service period, in accordance with Section 10.1.3. ~~An employee who has previously completed his/her probationary period and who is promoted to a higher paying assignment level classification within the classified service shall serve a six (6) month trial service period in that classification.~~

10.4.1 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.

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

- 10.4.3 AnWhere no such vacancy exists, such employee who has been promoted from one classification to another classification in a different department and who fails to satisfactorily complete the trial service period shall be given fifteen (15) calendar days' written notice prior to being reverted to placed, on a Reversion RegisterRecall List for his/her former department and former classification and being removed from the payroll.
- 10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the initial six- (6) month trial service period.
- 10.4.45 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.56 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion RegisterRecall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- 10.4.8 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.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- ~~10.4.69 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Register~~
- 10.4.710 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been promotedappointed.

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

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

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

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

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment from an eligible register. Occasional absences due

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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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

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ARTICLE 11.1 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(4).

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

11.1.2 Other transfers may be made upon consent of the Department Head of the departments involved and with the Personnel Director's approval as follows:

- (1) Transfer in the same class from one department to another.
- (2) Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- (3) Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced. ~~The affected employee must complete a probationary period in the new class.~~
- (4) 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 employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2 (3) is not practicable. ~~Regular standing in the new class may be attained by the employee only through examination and permanent regular appointment.~~
- (5) The Personnel Director may approve a transfer under Sections 11.1.2 (1), (2), (3) or (4) with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- (6) Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority. ~~The affected employee must~~

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~~complete a probationary period in the new class.~~

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

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

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

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

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

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

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

amount of service being laid off first.

11.3.2 The City may lay off out of the order set forth within Section 11.3.1 for one of the following reasons:

- (1) Upon showing by the Department Head that the operating needs of the department require a special experience, training, or skill.
- (2) When (1) women or minorities are substantially under-represented in an "Equal Employment Opportunity" category within a department; or (2) a planned layoff would produce substantial under-representation 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.

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

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

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

- (1) After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- (2) A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- (3) Service Credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which he/she has been continued with recognized standing.

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

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

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

11.3.6 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.

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

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

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

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

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

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

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

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

- (1) Regular employees in the order of their length of service.
- (2) The regular employee on such register who has the most service credit and who at the time of layoff was performing services essentially the same as required by the vacancy shall be offered employment on a trial basis in said vacancy.
- (3) A department may refuse to employ a person referred to it pursuant to this Section upon providing a reasonable justification therefor in writing to the Personnel Director and the Union.
- (4) This Section shall only be applicable to those positions which are covered by this Agreement.

11.4.5.2 The City reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 11.4.5.1, Subparts (1), (2) and (3) on a City-wide basis. In the event and at such time that the City implements such a procedure on a City-wide basis, the procedure set forth in Section 11.4.5.1 shall no longer be restricted only to those positions which are covered by this Agreement but shall cover all positions within the non-uniformed classified service.

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

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

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

- 12.1 Medical Care - During the term of this Agreement, the City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and King County Medical Blue Shield, Group Health Cooperative of Puget Sound and Pacific Health which are applicable to employees covered by this Agreement and which were in effect upon the date of execution of this Agreement by both parties. This shall also include benefit and/or premium payment revisions designated elsewhere in this Article as well as a utilization review program applicable to King County Medical subscribers and certain benefit deductions under the Group Health Plan in accordance with the terms of the agreement previously reached between the City and the Union regarding these health care plan revisions.
- 12.1.1 During calendar years 1995, 1996 and 1997, the City shall pay one hundred percent (100%) of the monthly premium for medical coverage cited in Section 12.1 or a similar program mutually agreed upon by the City and the Unions party to this Agreement.
- 12.1.2 As an alternative, the employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the Group Health Plan, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997 for that program or a similar program mutually agreed upon by the City and the Unions party to this Agreement.
- 12.1.3 The employee who has chosen the Pacific Health Plan, an alternate HMO plan offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996 and 1997.
- 12.1.4 The employee who has chosen the OPTIONS Plan, an alternative HMO/provider network offered by the City at its discretion, may remain under that plan, as long as the City decides to continue such an option, with the City paying the entire monthly premium for calendar years 1995, 1996, and 1997.
- 12.1.5 Effective January 1, 1996, employees who retire on or after January 1, 1995, and are under age 65 shall be eligible to enroll in Group Health or Pacific Health retiree medical plans which are experience rated with active employees.
- 12.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect

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

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

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

12.4 The health care programs cited in Sections 12.1, and 12.2 do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the afore-referenced medical or dental benefits and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement. If a carrier(s) is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

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

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

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those cited in Sections 12.1, 12.2 and 12.4.

12.6 During the period through December 31, 1994, ~~the City and the Union shall participate in a study committee comprised of the Business Manager of International Federation of Professional & Technical Engineers, Local 17; the President of the Fire Fighters, Local 27; and six (6) union representatives, one of which shall be the President of the Joint Crafts Council or their his/her designees, and threesix (36) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees. This study committee, which shall be established for the purpose of reviewing and analyzing the means by which to contain medical and dental care costs, shall function in a consultive manner. The membership of this study committee may be expanded upon agreement of the study committee. If the City and the Union(s) affected by the City's medical care and dental care plans agree upon changes to the existing benefit mix of the plans which reduce the monthly medical or dental care premium rates during the term of this Agreement, the amount the premium is reduced, e.g., \$5.00, shall be divided so that one-half (\$2.50) is used for benefit improvements as negotiated by the parties and the other half (\$2.50) is retained by the City.~~

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

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

12.7.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.7 or 12.7.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact and the parties, through a committee comprised of ~~the Business Manager of International Federation of Professional & Technical Engineers, Local 17; the President of the Fire Fighters, Local 27; and the President of the Joint Crafts Council or their designees~~ six (6) union representatives, one of which shall be the President of Joint Crafts Council or his/her designee, and threesix (36) representatives of the City including the Director of Personnel and/or the Director of Labor Relations or their designees, shall immediately thereafter negotiate over how said money shall be utilized. The membership of this committee may be expanded or changed upon agreement of

the committee.

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

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

12.8.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.8 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.8.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 1994 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.8.

12.9 ~~Smoking Policy - Effective January 1, 1992, through December 31, 1994, each eligible employee shall have one opportunity to attend a smoking cessation program offered in the community or receive treatment by a hypnotist or acupuncturist to be reimbursed at one hundred percent (100%) for said costs up to a maximum of seventy-five dollars (\$75.00). All other provisions of Seattle Municipal Code (SMC) 4.04.225 as amended, pertaining to the Citywide Smoking Policy shall be enforced as written.~~ 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. The implementation of the long-term care benefit will correspond with the implementation of the City's new HRIS system.

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ARTICLE 13 - RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees after six (6) months of service shall be covered by the Seattle City Employees Retirement System.

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## ARTICLE 14 - GENERAL CONDITIONS

- 14.1 Mileage Allowance - Effective January 15, 1992, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate of ~~twenty-six cents (26¢)~~ per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes but in no event less than twenty-nine cents (29¢) for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.
- ~~14.1.1~~ ~~Effective January 15, 1992, an employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the rate of twenty-seven and one-half cents (27-1/2¢) per mile for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.~~
- 14.1.21 The cents ( $\phi$ ) per mile mileage reimbursement rate set forth within Section 14.1 shall be adjusted January 15th of each year for the term of this Agreement to reflect the ~~United States Internal Revenue Service "cents ( $\phi$ ) per mile rate" in effect on those specific dates for purposes of United States Income Tax deductions for use of a privately-owned automobile for business purposes~~ then current rate.
- 14.1.32 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2 Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.
- 14.2.1 City Light employees normally assigned to Ross Powerhouse shall continue to travel on their own time. However, when employees normally assigned to Gorge Powerhouse or to Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in Department vehicles or vessels on Department time. Travel time shall not be paid when suitable board and lodging are available at Ross.

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14.3

City Light Department Out of Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

- (1) Acceptable board and lodging shall be furnished by the Department.
- (2) Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.
- (3) The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- (4) An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- (5) At least one (1) day's notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- (6) In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (1/2) hour extra pay per day at the straight-time rate as compensation for travel between the worksite and the board and lodging facility.

14.4

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

14.5

Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately

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after appointment of its shop steward(s), each Union must furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

- 14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.
- 14.6 Safety Standards - All work shall be done in a competent and workmanlike manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.
- 14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.
- 14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.
- 14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has

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a concern, then the departmental Safety Officer shall be called upon to make a final determination.

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

14.8 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.

14.8.1 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 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.
- (3) The employee must make immediate arrangements for Union representation when his/her request for representation is granted.
- (4) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated

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therefor by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

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

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

14.11 Footwear Allowance - Effective ~~January 1, 1992~~, upon signature date of the agreement, the City shall pay up to seventy dollars (\$70.00) per contract year for each regular 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 \$70 in one calendar year may carry over the remaining balance to the next year for use in addition to the \$70 allocated for that year. This carryover shall extend only for the term of the contract, and not into the ensuing year after the expiration of the contract. This provision shall include all classifications working within the City Zoo. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the seventy dollar (\$70.00) footwear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees.

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

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

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

The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle ordinance and state law RCW 70.94.521-551.

14.15 Metro Passes - The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifteen dollars (\$15.00) per month for employees who purchase such passes. Any future increase in transit subsidy enacted by the City will be passed along to bargaining unit members.

14.16 On or about May 1 of each calendar year, the City shall provide the Joint Crafts Council with a current listing of all employees within each bargaining unit.

14.17 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 involves the driving of vehicles requiring the driver to have a State Commercial Drivers License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay a maximum amount of thirty eight dollars (\$38.00) for the physical exam required to obtain or renew the license or an amount equal to that charged by certain community clinics selected by the City for this purpose. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Pacific Health) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 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 these individuals shall 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 schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.18 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

~~14.19~~ ~~Productivity Committee~~ During the period following ratification of this Agreement through December 31, 1994, the City and the Union shall participate in a study committee(s) comprised of an equal number of City and Union participants. This committee(s) shall meet on a periodic basis, at the request of either party, to:

- ~~\_\_\_\_\_~~ Develop recommendations relating to the improvement of employee morale and productivity;
- ~~\_\_\_\_\_~~ Explore the advantages and/or disadvantages of privatization, and
- ~~\_\_\_\_\_~~ Explore and plan for innovative approaches to service delivery.

~~14.19.1~~ Prior to April 1st of each year of this Agreement, the findings and recommendation of the study committee(s) shall be forwarded to the Office of the Mayor for review and consideration.

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ARTICLE 15 - JOINT CRAFTS COUNCIL AND LABOR-MANAGEMENT COMMITTEES

- 15.1 It is the intent of each of the Unions to carry out its collective bargaining responsibility as a member of the Joint Crafts Council, an organization consisting of various Unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Unions on matters subject to collective bargaining. Each of the Unions agree that all representations made on its behalf by the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Crafts Council shall have the same effect as notices exchanged directly between the City and the Unions.
- 15.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by Unions affiliated with the Joint Crafts Council. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Crafts Council to effect this end.
- 15.3 The mutual recognition of the Joint Crafts Council for the purposes stated herein shall continue except and until such time as either the City advises the Unions or any one Union; or the Unions or any one Union advises the City in writing of its desire to withdraw such recognition and provided further that a period of one hundred twenty (120) days has elapsed from the date of such advisement. Thereupon, the Joint Crafts Council shall no longer represent any such Union or Unions. In no event, however, shall any such notice terminate or otherwise interrupt this Agreement and the only effect of any such advisement shall be to eliminate the Joint Crafts Council as a vehicle for collective bargaining with respect to subsequent labor contracts.
- 15.4 The Joint Crafts Council shall constitute the principal forum for the Unions signatory to this Agreement to present suggestions and complaints of a general nature affecting employees of the City. To this end, the duly authorized representatives of the Joint Crafts Council shall function as one-half of a Labor-Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by Law or by other provisions of this Agreement. This committee shall only function in a consultative capacity.

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## ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Unions signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, 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 Unions and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

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

- (1) Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union(s) shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Unions(s);
- (2) The Unions(s), its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- (3) The Unions(s), its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- (4) The Union(s) shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union(s) and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

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

- (1) A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- (2) During the thirty (30) day period following the notice described in Section

16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission, if needed.

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## ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.
- 17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance 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, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out of class assignments, in accordance with their job classification or title.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 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.
- 18.2 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 19 - ENTIRE AGREEMENT

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

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

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## ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within thirty (30) calendar days of the alleged contract violation.
- 20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3 and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 20.4.1 The City and the Union shall make every effort to resolve any alleged contract violation arising under this Article as soon as is reasonably possible once it has been brought to their attention; provided however, notwithstanding the provisions of Section 20.4, neither the City nor the Union shall be precluded from enacting the arbitration process set forth within Section 20.6.4 (Step 4) for the purpose of resolving the alleged contract violation if such dispute has been timely and appropriately introduced as provided for within Section 20.2.1 and if such dispute has been referred to the American Arbitration Association for arbitration no later than one hundred eighty (180) calendar days from the occurrence of the alleged contract violation for a Step 1 grievance or one hundred thirty five (135) calendar days from the occurrence of the alleged contract violation for a Step 2 grievance or ninety (90) calendar days from the occurrence of the alleged contract violation for a Step 3 grievance.
- 20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond

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the date of the occurrence or non-occurrence upon which the grievance is based, that date being thirty (30) calendar days or less prior to the initial filing of the grievance.

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

20.6.1 (Step 1) - A contract grievance shall be verbally or in writing presented by the Union representative to the immediate supervisor of the aggrieved employee within a timely fashion pursuant to Section 20.2.1. 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 verbally or in writing answer the grievance within fifteen (15) calendar days after discussion of the alleged contract grievance with the Union representative.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within fifteen (15) calendar days after the Step 1 answer. The Division Head shall thereafter convene a meeting within fifteen (15) calendar days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within fifteen (15) calendar days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, ~~or if the contract grievance is initially submitted at Step 3;~~ the written contract grievance defined in the same manner as provided in Step 2; shall be forwarded within fifteen (15) calendar days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within thirty (30) calendar days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties within fifteen (15) calendar days. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing fifteen (15) calendar days after receipt of the contract grievance or the meeting between the parties.

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20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within thirty (30) calendar days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

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

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

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

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

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

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Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- (1) The correction of performance deficiencies and minor misconduct shall be administered in accordance with the Corrective Action Process, with major offenses, as identified therein, being subject to substantial discipline, i.e., suspension or termination;
- (2) Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- (3) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

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

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ARTICLE 21 - SAVINGS CLAUSE

21.1

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

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## ARTICLE 22 - TERM OF AGREEMENT

- 22.1 All terms and provisions of this Agreement shall become effective January 4, 1992, upon signature of both parties unless otherwise specified elsewhere in the Agreement, and shall remain in full force and effect through December 31, 1997. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 1997. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 22.1.1 Notwithstanding the provisions of Section 22.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.
- 22.2 ~~Subject to the conditions hereinafter set forth and upon thirty (30) day advance written notification, the City and/or the Union as specified within each subsequent clause may require that the other party meet for the purpose of negotiating amendments to this Agreement which relate solely to the following issues:~~  
Gainsharing Program - At its option, the City may implement a gainsharing program during the term of this Agreement. If a gainsharing program is proposed that affects the general wage increase formula, reduces existing pay rates, or affects benefits or other terms and conditions in this Agreement, implementation shall be subject to mutual agreement between the Unions and the City.
- ~~22.2.1~~ Without conceding that the topic hereinafter referenced (or any recommendation for change contained therein) is a mandatory or permissive subject of bargaining, during the term of this Agreement, the City may, at its discretion, open negotiations regarding existing or new contract provisions for the limited purposes (1) to accommodate implementation of the City's classification project and/or (2) to address wage changes, if any, related thereto, either of which directly affect a classification covered by this Agreement. In the event the City opens such negotiations, the Union, within thirty (30) calendar days of the City's written notice, shall be able to submit counter-proposals to the City concerning mandatory subjects of bargaining with respect to the direct impact upon classifications covered by this Agreement of the implementation of the City's classification project.
- 22.3 Classification and Compensation Study - The City reserves the right to open this Agreement for the purpose of negotiating changes to the City's classification and

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compensation systems.

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

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

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

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

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

JOINT CRAFTS COUNCIL

CITY OF SEATTLE, WASHINGTON  
Executed Under Authority of  
Ordinance No. \_\_\_\_\_

By \_\_\_\_\_  
JOHN L. MASTERJOHN, President

By \_\_\_\_\_  
NORMAN B. RICE, Mayor

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Steve Lakich  
Director of Labor Relations

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THE UNIONS HEREINAFTER LISTED, as a party to the Agreement by and between the City of Seattle and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By \_\_\_\_\_  
Hotel Employees And Restaurant Employees, Local No. 8

By \_\_\_\_\_  
Inlandboatmen's Union Of The Pacific

By \_\_\_\_\_  
International Alliance Of Theatrical Stage Employees & Moving Picture Machine Operators Of The United States And Canada, Local No. 15

By \_\_\_\_\_  
International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 79

By \_\_\_\_\_  
International Association Of Machinists & Aerospace Workers District No. 160, Lodge No. 289

By \_\_\_\_\_  
International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104

By \_\_\_\_\_  
International Brotherhood Of Electrical Workers, Local No. 46

By \_\_\_\_\_  
International Brotherhood Of Teamsters, Local No. 763

By \_\_\_\_\_  
International Brotherhood Of Teamsters, Local No. 117

By \_\_\_\_\_  
Graphic Communications International Union, Local 767-M

By \_\_\_\_\_  
International Union Of Operating Engineers, Local No. 302

By \_\_\_\_\_  
Painters District Council No. 5

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By \_\_\_\_\_  
Public Service And Industrial Employees, Local No. 1239

By \_\_\_\_\_  
Sheet Metal Workers, Local No. 66

By \_\_\_\_\_  
Public Service and Industrial Employees, Local No. 1239, Security Officers

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APPENDICES  
"A" through "NO"  
to the  
AGREEMENT  
by and between  
THE CITY OF SEATTLE, WASHINGTON  
and  
JOINT CRAFTS COUNCIL

~~January 01, 1992 through December 31, 1994~~ Effective through December 31, 1997

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APPENDIX "A"

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES, LOCAL NO. 8

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Hotel Employees and Restaurant Employees, Local No. 8, hereinafter referred to as the Union, for that period from January 01, 19925 through December 31, 19947. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

A.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Cook .....	43.44\$14.67	43.94\$15.26
Cook, Supervising .....	45.3216.76	45.8917.38

A.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07 m +</u>
Cook .....	44.67\$15.10	45.26\$15.70
Cook, Supervising .....	46.7617.25	47.3817.68

A.1.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

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**APPENDIX "B"**

**INLANDBOATMEN'S UNION OF THE PACIFIC**

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Inlandboatmen's Union Of The Pacific, hereinafter referred to as the Union, for that period from January 01, 19925 through December 31, 19947. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

**B.1** Effective ~~January 01, 1992~~ **December 28, 1994**, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY			
	STEP A 00-06m	STEPB 07-18m	STEP C 19-30m	STEP D 31 m +
*Motorboat Operator, Senior	\$15.01	\$16.55	\$16.83	\$17.50
Passenger & Tugboat Operator, Sr.	\$17.40	\$18.10	\$18.41	\$19.14
*Motorboat Operator	\$14.20	\$14.74	\$15.32	\$15.91
Passenger & Tugboat Operator	\$15.53	\$16.13	\$16.76	\$17.40

**B.1.1** Effective **December 27, 1995**, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY			
	STEP A 00-06m	STEPB 07-18m	STEP C 19-30m	STEP D 31 m +
Passenger & Tugboat Operator, Sr.	47.40\$17.90	48.10\$18.62	48.41\$18.94	49.14\$19.70
Passenger & Tugboat Operator	45.53\$15.98	46.13\$16.60	46.76\$17.25	47.40\$17.90

**B.1.12** Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

**B.2** Physical Exams Ffor Renewal of Coast Guard Licenses - The City Of Seattle City Light Department shall pay a maximum of forty dollars (\$40.00) for Senior Motorboat Operators/Senior Passenger and Tug Boat Operators and Motorboat Operators/Passenger and Tug Boat Operators who are required to obtain physical exams to renew their Coast Guard license. This shall apply only to those employees who are not covered by a City-paid Health Maintenance Organization Plan, i.e., Group Health or Pacific Health and who obtain such physical exam at the

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Multi-Service Center near Northgate in Seattle, Washington. The exam shall consist of a review of the employee's general physical condition, visual acuity and hearing per Merchant Marine Personnel Physical Examination Report (Coast Guard Form C.G.-719K and OMB Number 2115-0501).

B.2.1 Employees shall be provided up to eight (8) hours of straight-time release time, paid by The City Of Seattle City Light Department, to take the exam when such schedule has been arranged with their supervisor; provided however, no overtime, meal or mileage reimbursement shall be paid, nor shall the City provide transportation.

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APPENDIX "C"

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES & MOVING PICTURE MACHINE OPERATORS/TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL NO. 15

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Alliance Of Theatrical Stage Employees & Moving Picture Machine Operators/Technicians, Artists and Allied Crafts Of The United States And Canada, Local No. 15, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

C.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>9-30m</u>	<u>STEP D</u> <u>31 m +</u>
Crew Chief, Stage .....	47.70	19.36	18.44	20.17
Stage Technician Rigger .....	47.84	19.51	17.84	19.51
Lead Stage Technician .....	46.49	17.71	46.83	18.41
Stage Technician-Intermittent .....	45.60	17.07	45.60	17.07

C.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>9-30m</u>	<u>STEP D</u> <u>31 m +</u>
Crew Chief, Stage .....	49.36	19.92	20.17	22.30
Stage Technician Rigger .....	49.54	20.08	49.54	20.08
Lead Stage Technician .....	47.74	18.22	48.44	18.94
Stage Technician-Intermittent .....	47.07	17.57	47.07	17.57
*Grip-Intermittent .....	15.36	15.36	15.36	15.36

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**\*NOTE: Effective upon the signature date of this agreement, a new title of Grip-Intermittent is established with a wage of \$15.36 per hour. (Work performed by Lead Stage Technicians, Stage Technician Riggers, fork lift operators, "manlift" operators, spot operators and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.)**

- C.1.42 Stage Technician-Intermittent, Lead Premium - The Stage Crew Chief or his/her designee may assign a Stage Technician-Intermittent to act as a Lead. Effective the signature date of this Agreement, for all hours while so assigned such Lead shall be paid at the first Step of a regular Lead Stage Technician. This premium rate shall only be paid for hours worked and shall be multiplied by the overtime rate for overtime hours worked. Under the general supervision of Lead Stage Technician(s), Stage Technician-Intermittent, Lead(s) shall be expected to make task assignments and direct the work activities of Stage Technician-Intermittents in accordance with Seattle Center policies. The Department may request that specific Stage Technician-Intermittents if available, be dispatched to perform such work.
- C.1.23 Due to the nature of the business and the working conditions, Sections 1.4 and 1.4.1 shall not apply to employees covered by this Appendix.
- C.1.34 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.
- C.1.5 Stage Technicians who perform work on temporary stage structures and are at or above ten feet from ground level and therefore required to wear fall-protection gear, or who are required by the Lead Technician to wear fall-protection gear due to inclement weather or other legitimate safety concerns, shall be compensated at the applicable rigger rate of pay for a minimum of one hour.
- C.2 Lead Stage Technicians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday to Tuesday.
- C.3 Jurisdiction - The exclusive jurisdiction covered by the terms of this Appendix to be performed by regular and/or temporary bargaining unit employees represented by the Union shall generally encompass the unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials within the Seattle Center grounds as more specifically hereinafter described.
- C.3.1 The City shall notify the Union in writing when a new venue is to be established at Seattle Center. A new venue shall be defined as any permanent structure designed to produce theatrical events for an audience. The City shall inform the Union if the jurisdictional provisions set forth in this Appendix are not applicable to a new venue.
- C.3.2 The following City-owned equipment shall be handled and/or operated exclusively by regular and/or temporary bargaining unit employees:

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- Stage platforms, stage platform steps, chairs, podiums, music stands and lecterns.
- Followspots:
- Forklifts when utilized in connection with stage work:
- Light-Control Boards, house light-control boards and systems, including PC-based systems, and ancillary systems. (Operation of the Light-Control Boards in the Arena, Bagley-Wright Theater, and Opera House, and Key Arena shall be restricted solely to regular, full-time employees; provided however, the Light-Control Computer Board at the Bagley-Wright Theater may be operated by employees of the Seattle Repertory Theater under terms of the Labor Agreement by and between the Seattle Repertory Theater and the Union). Operation of the light-control boards for Seattle Center-sponsored and co-sponsored events in the Charlotte Martin Theater, the Group Theater and the Seattle Center Playhouse shall be restricted to regular, full-time employees, when available at their regular, straight-time rate of pay and Stage Technician-Intermittents when regular, full-time employees are not available at their regular, straight-time rate of pay. Operation of the light control boards for Center House Stage shall be restricted to regular, full-time employees; regular, part-time employees; or Stage Technician-Intermittents.
- Counterweight systems (pin rail through batten):
- Pianos
- Stage curtains and other hanging goods:
- Large semipermanent projection screens:
- Choral risers
- Choral Shells (excluding symphony shell)
- Wrestling and boxing rings
- Cables, block and falls when used as part of theatrical suspension systems
- Pit covers
- Theatrical lighting instruments including automated moving lights
- Houselights

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- Electrical cables
- Flags on stage
- Scenic elements
- Staging barricades

C.3.3 The following job duties shall be performed exclusively by regular and/or temporary bargaining unit employees:

- Rigging on the Seattle Center grounds. "Rigging" shall be defined as work directly related to the suspension of temporary or permanent stage equipment by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points on vertical walls on the Seattle Center grounds. "Specific safe points" shall be defined as overhead catwalk supporting beams, stage house grids, and vertical walleye bolts. Rigging may also include the unloading and loading of accessible rigging gear such as cables, pulleys, tackle, winches, etc. Individuals who travel with and who are employed by a circus utilizing a Seattle Center facility, who have traditionally and historically performed work as hereinbefore described, shall continue to perform such work on an exempt basis.
- Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2 (except in the Playhouse) and/or major stage events held within the Arena, ColiseumKey Arena, Opera House, the Center House Stage, and for Seattle Center sponsored or co-sponsored events booked by the Seattle Center in the Memorial Stadium, the Charlotte Martin Theatre, the Group Theatre, and Bagley-Wright (excluding the Gilbert and Sullivan production except when City-owned equipment is involved). "Major stage events" shall be defined as those events, productions, shows, functions and/or concerts involving comedic, magical, musical, instrumental and/or spiritual-type public attractions. Examples of such type of public attractions are those which have been and are produced by Albatross, John Bauer, Concerts West, Jack Roberts, Entertainment Consultants, Inc., World Assembly Productions, Gospel Concerts, Billy Graham's Crusade, etc. Major stage events shall not include flat-floor consumer and trade shows or stage events contained therein except as provided for by Section C.3.2. Stage Technician employees shall have jurisdiction over stage work (whether City equipment or not) which occurs within flat-floor trade and consumer shows in the ColiseumKey Arena and Arena when the activity taking place is a significant entertainment performance. Stage Technician employees shall have jurisdiction over stage work (whether City equipment or not) which occurs within flat-floor trade and

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commercial shows in the Exhibition Hall, Flag Pavilion and Seattle Center Pavilion when the activity taking place is a significant entertainment performance with the limitation that the Seattle Center may exempt an event in these venues when the event is either financially insecure, not commercial and/or of a small size. Additionally, major stage events held in the Exhibition Hall and Flag Pavilion, with limitations on the jurisdiction as expressed for the Arena, Coliseum, Key Arena, Opera House and Bagley-Wright, shall be staffed by regular and/or temporary bargaining unit employees. Such limitations shall include the ability of the Seattle Center to exempt an event in the Exhibition Hall or Flag Pavilion from the provision of Section C.3.3 when the event is either financially insecure, not commercial, and/or of a small nature. Individuals who travel with and who are employed by such major stage events on a regular ongoing basis who have traditionally and historically performed work as hereinbefore described on an exempt basis, commonly referred to as "roadies," shall continue to be permitted to perform such work on an exempt basis. Personnel, commonly referred to as "runners" who are hired by a concert production company shall continue to perform their normal duties as such on an exempt basis. Major stage events recognized as yellow-card productions shall be exempt from this definition. "Yellow-card productions" shall be defined as those road show productions with which the International Alliance of Theatrical Stage Employees & Moving Picture Machine Operators, Technicians, Artists, and Allied Crafts of the United States and Canada (IATSE) has a current nationwide Labor Agreement. Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) for major stage events recognized as yellow-card productions shall be performed by employees of such yellow-card production company under terms of the Labor Agreement by and between that particular yellow-card production company and IATSE.

- Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2 (except in the Playhouse) and/or Seattle Center produced or co-produced stage events held within the Seattle Center grounds. "Seattle Center produced or co-produced stage events" shall be defined as those events which are produced by the Seattle Center or which are produced by the Seattle Center in conjunction with a production company. Examples of such type productions are those such as Bumbershoot, Folk Life, Cherry Blossom Festival, Fiestas Patrias, Sci-Fi Expo, Imagination Celebration, Children's Festival, etc.
- Maintenance, repair, and custodial care for the stage areas which shall include such areas as the light bridge, light booth and pit in the Bagley-Wright Theater, and Opera House.

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- Occasional, limited arrangement on stage of chairs, flags, lecterns, music stands/lights and podiums, and the occasional, limited operation of theatrical light instruments may be performed by designers, technical directors or volunteers associated with a lessee of a Seattle Center facility or associated with a co-producer of a Seattle Center sponsored event, and other Seattle Center staff who have traditionally and historically performed such work on a limited occasional basis.
- In those occasional and limited instances where there exists a need for the City to secure certain equipment on a rental basis and it is required by the company renting out such equipment that the rented equipment be operated by an employee of the rental company, such requirement shall not be considered a violation of this Agreement nor shall the terms of this Agreement apply to such employee.
- Notwithstanding any provision to the contrary as may be contained elsewhere within this Appendix, there shall be a Seattle Center employed Stage Technician in control and in charge of all stage work involving Seattle Center equipment and enforcement of all Seattle Center policies and procedures relative to stage work.
- The laying of temporary electrical and control cable in catwalks and light-ring at Coliseum/Key Arena for purpose of installing, theatrical apparatus or photographic lights.
- Any City-sponsored or co-sponsored event in the Playhouse (except when Intiman performs a regular season production for Bumbershoot).
- If the lease with Intiman is voided or terminated, then regular and/or temporary bargaining unit employees shall reassume jurisdiction over City-owned equipment in the Playhouse in accordance with previous Agreement.

C.3.4 It is the intention of the City and the Union to identify and cover under terms of this Agreement that work which has historically and traditionally been performed by employees working under terms of past labor agreements by and between the Union and the City, and/or the Union and those type of major production companies with whom the City has had lease arrangements for use of the Arena, Coliseum/Key Arena, Opera House, Bagley-Wright, Exhibition Hall, and Flag Pavilion to produce major stage events.

C.3.5 A committee comprised of two (2) representatives of the City and two (2) representatives of the Union shall be established for the purpose of adjudicating jurisdictional disputes relating to work alleged to be covered by this Appendix. A majority decision of the committee shall be final and binding upon the City and the Union. Failure of the committee to reach a majority decision shall permit the

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grieving party the right to immediately thereafter advance to Section 20.6.4 (Step 4) of the grievance procedure for purposes of resolving the dispute.

C.3.6 Those individuals employed by certain performing arts organizations who maintain seasonal contracts with the Seattle Center, those being the Seattle Repertory Theatre, and the Seattle Symphony Orchestra the Seattle Opera Association, and the Pacific Northwest Ballet Association, shall continue to perform work otherwise normally covered by this Agreement under terms of the labor agreement by and between said performing arts organization(s) and the Union. The Seattle Center House Theater and Playhouse (unless otherwise indicated in this Appendix) shall be exempt from this Agreement.

C.4 ~~Dispatching of Stage TechnicianEmployee-Intermittents~~ - The Seattle Center shall, through City hiring procedures, establish a list of employees from which ~~Stage Technician-Intermittents and/or Stage Technician-RiggerEmployee-Intermittents~~ shall be dispatched by the Union for temporary work at the Seattle Center upon a call from the Seattle Center. ~~Stage Technician-Intermittents and/or Stage Technician-Rigger-Employee-Intermittents~~ shall be dispatched in a manner agreed upon by the City and the Union involving seniority, rotation by hours worked, and specific qualifications. The Union shall be responsible for the proper dispatching of such ~~Stage Technician-Intermittents and/or Stage Technician-RiggerEmployee-Intermittents~~ when a request from for employment of a ~~Stage Technician-Intermittent and/or Stage Technician-RiggerEmployee-Intermittent~~ is made by the Seattle Center. The Union shall be liable for any complaints and/or grievances relating thereto. The dispatching system shall encompass the following conditions:

- Those individuals on the Seattle Center ~~Stage TechnicianEmployee-Intermittent Dispatch List~~ as of January 17, 1983, shall remain on said list without further examination or review of their qualifications for job functions to be performed as ~~Stage Technician-Intermittents and/or Stage Technician RiggerEmployee-Intermittents~~. These particular ~~Stage Technician-Intermittents and/or Stage Technician-RiggerEmployee-Intermittents~~ shall be recognized as being qualified to perform all ~~Stage TechnicianEmployee~~ work for which the City and the Union have agreed said techniciansemployees are qualified to perform and for which they have previously demonstrated their competence. The ~~Stage TechnicianEmployee-Intermittent Dispatch List~~ shall be modified to reflect the addition of new individuals and/or to reflect the deletion of existing individuals on the list who self-terminate or who are suspended or discharged.
- Only individuals on the Seattle Center ~~Stage TechnicianEmployee-Intermittents Dispatch List~~ shall be dispatched by the Union.
- Only those individuals qualified to perform special functions, such as rigging and operation of a forklift, as designated by the Seattle Center shall be

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dispatched by the Union when a request is made by the Seattle Center for individuals to perform such specific type work.

- The number of ~~Stage Technician-Intermittents and/or Stage Technician RiggerEmployee-Intermittents~~ called for work through the dispatch system, the call time and the utilization and/or assignment of employees for particular tasks shall be determined by the Seattle Center. The Seattle Center shall continue to establish work procedures and shall direct and supervise those ~~Stage Technician-Intermittents and/or Stage Technician RiggerEmployees-Intermittents~~ who have been dispatched by the Union at the Seattle Center's request to work at the Seattle Center.
- The Seattle Center shall have the unequivocal right to immediately suspend, terminate or otherwise remove from work and the ~~Stage TechnicianEmployee-Intermittent Dispatch List~~, any ~~Stage Technician RiggerEmployee-Intermittent~~ for just cause. In the event the Union should decide to grieve such action, said grievance shall be processed in accordance with Article XX20, Grievance Procedure.
- The loading and unloading of theatrical stage equipment from trucks is one of the work activities included in the general duties of ~~Stage TechnicianEmployee-Intermittents~~. When the Seattle Center requests the dispatch of a specific number of ~~Stage TechnicianEmployee-Intermittents~~, who for some portion of their shift will be assigned to load and/or unload equipment from trucks, the Union through its dispatch system may designate which employees on its Dispatch List will be assigned to that work. The Seattle Center reserves the right to modify such work assignments to meet operational needs.

C.4.1 After having made a request to the Union for a certain number of ~~Stage TechnicianEmployee-Intermittents~~ to perform certain work and the Union has not been able to dispatch in a timely manner the requested number of qualified individuals from the ~~Stage TechnicianEmployee-Intermittent Dispatch List~~ and/or the Union has failed to notify the Seattle Center that it has dispatched the requested number of qualified individuals from the ~~Stage TechnicianEmployee-Intermittent Dispatch List~~, the Seattle Center may then call directly whomever it chooses to fill the work assignments.

C.4.2 The Affirmative Action goals of the Seattle Center shall be adhered to in dispatching personnel from the Seattle Center ~~Stage TechnicianEmployee-Intermittent Dispatch List~~; provided however, should the application of this Section occasion a change adversely affecting those individuals currently on the existing ~~Stage TechnicianEmployee-Intermittent Dispatch List~~, either party, upon written notification to the other party, may open for negotiation the provisions of Sections C.4, C.4.1 and C.4.2.

- C.5 Whenever possible, the City shall provide the Union with as much advance notification as is reasonably possible so that the Union may when possible provide Stage TechnicianEmployee-Intermittents with at least a twenty-four (24) hour advance notification prior to the starting time of a work call for the initial move-in of an event.
- C.6 A Stage TechnicianEmployee-Intermittent, and effective upon signature of the agreement, the Grip-Intermittent, who is called to work by the City shall be paid a minimum of four (4) hours at the appropriate regular straight-time hourly rate of pay for Stage TechnicianEmployees-Intermittents. The City shall recall within the same day no less than seventy-fivefifty percent (7550%) of those Stage TechnicianEmployees-Intermittents who were initially called to work by the City for any given event. Should the computation of this percentage result in a fraction, that fraction shall be rounded off to the next higher whole number. A Stage TechnicianEmployee-Intermittent who has had more than a two (2) hour unpaid break and who has been called back to work within twenty-four (24) hours from the initial call of any given event pursuant to this provision shall be required to perform all available work for which he/she is qualified; provided however, in no case shall such Stage TechnicianEmployee-Intermittent receive less than four (4) hours' pay for such recall. All time for which a Stage TechnicianEmployee-Intermittent works beyond his/her first eight (8) hours of compensation within twenty-four (24) hours from the initial call of any given event shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage TechnicianEmployee-Intermittents.
- C.7 A Stage TechnicianEmployee-Intermittent who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour for each one-half (½) hour or any portion thereof worked thereafter.
- C.8 Section 5.1.1 shall have equal application to all Stage Technicians and/or Stage Technician RiggersEmployees including those employed on a temporary or intermittent basis.
- C.8.1 For events not sponsored or not co-sponsored by the Seattle Center in the Arena and ColiseumKey Arena, any Stage Technician-Intermittent and/or Stage Technician RiggerEmployee-Intermittent required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, shall be compensated two (2) times the prevailing hourly rate of pay for each half hour of time worked during his/her normal meal period and continue at that rate until he/she receives a meal break. For other events, the provisions of Section 5.1.1 as referenced within Section C.8 shall apply.
- C.8.2 In the event a Lead Stage Technician works beyond five (5) hours of overtime in a workday without a meal break, they shall receive meal compensation of \$19.00 in

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addition to their hourly wages for every six-hour block of overtime so accrued.

C.9

Rigging - A Stage Technician Rigger-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Whenever possible the same Stage Technician Rigger-Intermittent who installs rigging for an event shall be recalled to dismantle it. If such Stage Technician Rigger-Intermittent has more than a two (2) hour unpaid break, he/she shall receive an additional four (4) hour minimum when he/she resumes work. All time for which a Stage Technician Rigger-Intermittent works beyond his/her first eight (8) hours of actual work within twenty-four (24) hours from the initial call of any given event, shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Stage Technician Rigger-Intermittents shall do only rigging-type work. Rigging-type work may include the occasional unloading of theatrical stage equipment in order to access rigging equipment from the trucks. In the event rigging gear is not on the back of a semi truck or within a few feet of the very tail end of the semi truck, the Lead Stage Technician and the Event Service Representative shall have two (2) options:

- (1) They may request additional loaders from the Call Steward if time permits; or
- (2) If, in their judgement, the show would be jeopardized by waiting for loaders, the following procedure shall be employed:
  - No less than four (4) Stage Technician Rigger-Intermittents shall be assigned to unload the truck.
  - Those Stage Technician Rigger-Intermittents so assigned shall receive a separate four (4) hour call at the Stage Technician Rigger rate of pay for unloading the truck.
  - They shall be given a minimum of a fifteen (15) minute break upon completing the unloading.
  - When these employees begin rigging work, they shall begin a new four (4) hour call. Overtime calculations shall include hours actually worked in the truck.

C.10

Health and Welfare - Effective January 1, 1992, upon signature of the agreement the specific percentage premium amounts set forth within Section 1.2.2 shall be reduced by six percent (6%); and in recognition of said reduction, the City employee shall pay an additional amount equal to six percent (6%) of the gross pay of all Stage Technician-Intermittents and/or Stage Technician-Intermittents to the Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their

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dependents in accordance with the specific rules of said Trust. ~~For those employees at the first premium pay level of five percent (5%) there shall be an additional deduction of one percent (1%) from the employee's gross pay.~~

- C.11 The work duties of Lead Stage Technicians and Stage TechnicianEmployee-Intermittents may include the construction of anything relating to stage theatrical presentations either indoor or outdoor including platforms for Center House events. The pay for this type work shall be at the Lead Stage Technician and Stage TechnicianEmployee-Intermittent rates of pay.
- C.12 Service Fee - In lieu of the requirements set forth within Section 3.1.1, all Stage Technician-Intermittents and/or Stage Technician RiggerEmployees-Intermittents shall pay to the Union, in lieu of the Union membership requirements contained within Article III3, a service fee in an amount equal to three and one-half percent (3½%) of the employee's gross straight-time and overtime earnings.
- C.12.1 If during the term of this contract the Union's Membership should ratify change to the service fee figure shown herein, the Union shall inform the Seattle Center of such ratified change in writing, and it shall be considered to be applicable from the date of such notification being acknowledged as received by Seattle Center.
- C.13 Turnaround Time - Effective upon the signature date of this Agreement, all regular employees required to work a shift of eight (8) hours or more shall be compensated at double time until given a break of eight (8) hours or more at the end of that shift.
- C.13.1 Regular employees who are called to work during turnaround time on their scheduled days off will be additionally compensated by accrual of compensatory time at the double-time rate until the passage of eight (8) hours from the end of their previous shift. (Example: Shift is completed at midnight Friday night, with Saturday as the scheduled day off. Operational requirements demand the return of that employee at 6:00 a.m. Saturday. The employee would be entitled to two (2) hours of compensatory time accrued at the double time rate.) This entitlement will not accrue beyond four (4) hours at the double-time rate or result in the accrual of more than eight (8) hours of compensatory time at the straight-time rate for any one day when the turnaround rules apply. Prior to performing work which would invoke this rule, the employee must first make all reasonable efforts to contact the Stage Crew Chief for instructions, schedule other staff not affected by this provision to perform the work, or reschedule the work to make working during the turnaround period unnecessary.
- C.14 Vacant Positions - The City is committed to keeping the Union informed of its good faith efforts to fill vacant regular positions.
- C.15 The City and the Union shall negotiate to develop an affirmative Stage Technician Training Program during the term of this Agreement.

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C.16 At no time shall work under I.A.T.S.E. #15's jurisdiction, as defined in this document and by past practice, be privatized or otherwise contracted outside of the Local's dispatch whatsoever, provided the Local is able to fulfill dispatch of such work. The City shall make every good faith effort to inform and admit intermittent employee hiring and training from Local #15's dispatch list so as to facilitate the Local's ability to fulfill such dispatched labor calls.

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APPENDIX "D"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
DISTRICT NO. 160, LODGE NO. 79

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Association Of Machinists & Aerospace Workers District No. 160, Lodge No.79, hereinafter referred to as the Union, for that period from January 01, 19925 through December 31, 19947. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

D.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m +</u>
Machinist, Station Maintenance Senior .....	48.07	49.77	48.83	50.60
Machinist, Specialist .....	42.90	44.11	43.44	45.67
Machinist, Station Maintenance .....	47.94	48.60	47.72	49.39
Machinist, Station Crew Chief .....	49.49	51.31	50.22	52.12
Machinist, Hydroelectric Maintenance .....	47.72	49.39	48.27	51.98
Hydroelectric Maintenance Machinist Apprentice	68% of Hydroelectric Maintenance Machinist top step of pay from 00-06 months			
	72% of Hydroelectric Maintenance Machinist top step of pay from 07-12 months			
	76% of Hydroelectric Maintenance Machinist top step of pay from 13-18 months			
	80% of Hydroelectric Maintenance Machinist top step of pay from 19-24 months			
	84% of Hydroelectric Maintenance Machinist top step of pay from 25-30 months			

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88% of Hydroelectric Maintenance Machinist top step of pay from 31-36 months

92% of Hydroelectric Maintenance Machinist top step of pay from 37-42 months

96% of Hydroelectric Maintenance Machinist top step of pay from 43+

Machinist, Hydroelectric Maintenance  
 Crew Chief ..... 20-2222.12 24-0222.99 24-8523.90 24-8523.90

Note: Classification/Compensation will conduct a re-review of the reclassification of the two Machinist Specialist (incumbents Bulter and Ginther) if a new PDQ is filled out for both positions. Such reclassification, if recommended by Class/Comp, would be effective the date the issue was raised in negotiations.

**D.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31 m+</u>
Machinist, Station Maintenance Senior .....	49-77\$20.34	20-60\$21.20	20-60\$21.20	20-60\$21.20
Machinist, Specialist .....	44-4414.52	44-6715.10	45-2615.70	45-2615.70
Machinist, Station Maintenance .....	48-6019.14	49-3919.95	49-3919.95	49-3919.95
Machinist, Station Crew Chief .....	24-3421.93	22-1222.76	22-9923.66	22-9923.66
Machinist, Hydroelectric Maintenance .....	49-3919.95	49-9920.56	20-6021.20	24-3922.01

Hydroelectric Maintenance Machinist, Apprentice

68% of Hydroelectric Maintenance Machinist top step of pay from 00-06 months

72% of Hydroelectric Maintenance Machinist top step of pay from 07-12 months

76% of Hydroelectric Maintenance Machinist top step of pay from 13-18 months

80% of Hydroelectric Maintenance Machinist top step of pay from 19-24 months

84% of Hydroelectric Maintenance Machinist top step of pay from 25-30 months

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88% of Hydroelectric Maintenance Machinist top step of pay from 31-36 months

92% of Hydroelectric Maintenance Machinist top step of pay from 37-42 months

96% of Hydroelectric Maintenance Machinist top step of pay from 43+

Machinist, Hydroelectric Maintenance  
Crew Chief ..... 22-4222.76 22-9923.66 23-9924.59 23-9924.60

D.1.42 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

D.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.

D.3 Adequate accommodations shall be provided to an employee who is assigned to work out of town.

D.4 City Light Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarters inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

D.4.1 Adequate board and lodging shall be furnished by the Department.

D.4.2 Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.

D.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 Aa.Mm. to 5:00 Pp.Mm. with one (1) hour for lunch. Other work schedules and hours may be established if necessary in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

D.4.4 An employee regularly assigned to the Seattle distribution area or Skagit project shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An

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employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of computation shall always be the preceding ninety (90) working days from the present date.

D.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

D.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.

D.4.7 In the City Light Department when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, one Machinist, Hydroelectric Maintenance shall be assigned "in charge" by the City and shall be compensated at a rate four percent (4%) higher than his/her regular base wage rate while acting in this capacity. This is to be effective only when the Crew Chief or Powerhouse Supervisor is absent from that specific job site for more than two (2) consecutive hours.

D.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons, and/or bib overalls.

D.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.

D.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

~~D.8 The City and the Union shall meet to discuss and consider training opportunities for the Machinist-Specialist classification during the term of the 1992-94 Agreement.~~

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APPENDIX "E"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
DISTRICT NO. 160, LODGE NO. 289

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Lodge No. 289, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

E.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>		
	<u>STEP A</u> 00-06m	<u>STEP B</u> 07-18m	<u>STEP C</u> 19m +
Automotive Machinist/Mechanic .....	46.85	48.43	51.84
Automotive Mechanic, Pre-Apprentice	11.31		
Automotive Machinist, Senior/Mechanic Sr. ....	47.50	49.14	51.14
Equipment Maintenance Crew Chief .....	48.22	49.92	51.55
Automotive Machinist/Mechanic, Apprentice .....	67% of Automotive Machinist entry rate of pay from 00-06 months  71% of Automotive Machinist entry rate of pay from 07-12 months  75% of Automotive Machinist entry rate of pay from 13-18 months  79% of Automotive Machinist entry rate of pay from 19-24 months  83% of Automotive Machinist entry rate of pay from 25-30 months  87% of Automotive Machinist entry rate of pay from 31-36 months  91% of Automotive Machinist entry rate of pay from 37-42 months		

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95% of Automotive Machinist entry rate of pay from 43 months+

<del>Water Meter Repairer</del> .....	<del>13.58</del>	<del>14.13</del>	<del>14.67</del>
Water Meter Repairer-Outside .....	14.12	15.44	14.70
Water Meter Repairer, Senior .....	14.60	15.97	15.48

**E.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic .....	18.43	18.96	18.43
Automotive Mechanic, Pre-Apprentice .....	11.31	11.64	
Automotive Mechanic Sr. ....	19.14	19.70	19.14
Equipment Maintenance Crew Chief .....	19.92	20.50	21.31
Automotive Mechanic, Apprentice .....	67% of Automotive Machinist entry rate of pay from 00-06 months		
	71% of Automotive Machinist entry rate of pay from 07-12 months		
	75% of Automotive Machinist entry rate of pay from 13-18 months		
	79% of Automotive Machinist entry rate of pay from 19-24 months		
	83% of Automotive Machinist entry rate of pay from 25-30 months		
	87% of Automotive Machinist entry rate of pay from 31-35 months		
	91% of Automotive Machinist entry rate of pay from 37-42 months		
	95% of Automotive Machinist entry rate of pay from 43 months+		
Water Meter Repairer .....	15.44	15.89	16.54
Water Meter Repairer, Senior .....	15.89	16.43	17.09

**E.1.12** Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular

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employees shall be made in accordance with the pertinent provisions of Article IV.

E.2 Protective and specialized clothing shall continue to be provided per existing (1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.

~~E.3 Water Meter Repairers shall be paid a four percent (4%) premium when assigned to work outside.~~

E.43 Employees covered by this Appendix within the Department Of Administrative Services shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given worksite or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of his/her probationary period.

E.54 The City shall furnish aprons or coveralls for those employees classified as Water Meter Repairer.

E.65 The City shall reimburse Automotive Machinists for the loss of required hand tools (including tool boxes) due to fire or theft from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

E.76 Department of Administrative Services (DAS) and City Light - Effective December 01, 1992, employees classified and working full-time as Automotive Machinist (including Apprentice and Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred dollars (\$200.00). A like payment shall be made on the first pay period of date following a full pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

E.87 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Machinist position becomes vacant as determined by management at an individual shop, all Automotive Machinists shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section E.8.1. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Machinist with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of

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Automotive Machinist. There shall be no bumping privileges. Article XVII17, Section 17.2 shall not nullify this provision.

- E.87.1 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of, but are not confined to, the aerial lift overhaul program, the crane inspection program and the overhaul of fire apparatus. When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved for other than workload requirements, the employee shall be transferred to another shop and to the same shift he/she had previously been assigned.
- E.87.2 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section E.8.
- E.98 Employees classified as Equipment Maintenance Crew Chief, Automotive Machinist, and Automotive Machinist, Senior, who work the established second shift, shall receive forty-five cents (45¢) per hour premium pay.
- E.98.1 The established second shift shall be from 4:00 P.M. to 12:30 A.M. unless otherwise designated by the Department for a particular shop or operation.
- E.409 Skagit Conditions - City Light employees normally assigned to Ross Dam shall continue to travel on their own time; provided however, if employees normally assigned to either Newhalem or Diablo are required to report to Ross Dam for a full eight (8) hours of work, such employees shall be paid one-half (1/2) hour additional pay per day at the overtime rate. Travel time shall not be paid when board and lodging are available at Ross Dam.
- E.140 One set of metric tools per shop shall be supplied by the Department.

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APPENDIX "F"

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 01, 19925 through December 31, 19947. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

F.1 Effective ~~January 01, 1992~~ December 28, 1994, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-10m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Electrical Crew Chief . . .	46.74\$18.64	48.95\$20.14	48.05\$20.14	48.05\$20.14	48.05\$20.14
Electrical Plans Examiner . . . . .	48.7720.52	49.4721.29	20.2222.12	24.0422.98	24.8523.90
Electrician . . . . .	46.2417.73	46.8518.43	47.5419.15	47.5419.15	47.5419.15
Electrician Crew Chief . . . . .	47.8920.16	48.6020.95	49.3521.80	49.3521.80	49.3521.80
Helper, Maintenance, Electrical . .	42.6914.15	43.4714.69	43.4714.69	43.4714.69	43.4714.69
Inspector, Electrical (Entry) . . . .	46.0717.57	46.7418.27	47.3518.98	48.0519.75	48.7720.52
Inspector, Electrical (Journey) . .	48.7720.52	49.4721.29	20.2222.12	24.0422.98	24.8523.90
Inspector, Electrical, Senior (Expert) . . . . .	49.4721.29	20.2222.12	24.0422.98	24.8523.90	22.6924.82
Inspector, Sign (Entry) . . . . .	46.0717.57	46.7418.27	47.3518.98	48.0519.75	48.7720.52
Inspector, Sign (Journey) . . . . .	48.7720.52	49.4721.29	20.2222.12	24.0422.98	24.0423.90
Inspector, Sign, Senior . . . . .	49.4721.29	20.2222.12	24.0422.98	24.8523.90	22.6924.82
Electrician, Senior . . . . .	47.4818.80	47.8419.51	47.8419.51	47.8419.51	47.8419.51
Technician, Sound and Video Equipment (Full-time) . . . . .	47.4818.80	47.8419.51	47.8419.51	47.8419.51	47.8419.51
Technician, Pump Station Electrical . . . . .	47.6919.35	48.4220.15	49.1420.90	49.1420.90	49.1420.90

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Technician, Pump Station  
 Electrical, Senior . . . . . 48-7420.49 49-4721.29 20-2222.12 20-2222.12 20-2222.12

**F.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Electrical Crew Chief . . . . .	48-64\$19.18	20-14\$20.72	20-14\$20.72	20-14\$20.72	20-14\$20.72
Electrical Plans Examiner . . . . .	20-5221.12	21-2921.91	22-1222.76	22-9823.65	23-9024.59
Electrician . . . . .	47-7318.24	48-4318.96	49-1519.71	49-1519.71	49-1519.71
Electrician Crew Chief . . . . .	20-1620.74	20-9521.56	21-8022.43	21-8022.43	21-8022.43
Helper, Maintenance, Electrical	44-1514.56	44-6915.12	44-6915.12	44-6915.12	44-6915.12
Inspector, Electrical (Entry) . . . . .	47-5718.08	48-2718.80	48-9819.53	49-7520.32	20-5221.12
Inspector, Electrical (Journey)	20-5221.12	21-2921.91	22-1222.76	22-9823.65	23-9024.59
Inspector, Electrical, Senior (Expert) . . . . .	21-2921.91	22-1222.76	22-9823.65	23-9024.59	24-8225.54
Inspector, Sign (Entry) . . . . .	47-5718.08	48-2718.80	48-9819.53	49-7520.32	20-5221.12
Inspector, Sign (Journey) . . . . .	20-5221.12	21-2921.91	22-1222.76	22-9823.65	23-9024.59
Inspector, Sign, Senior . . . . .	21-2921.91	22-1222.76	22-9823.65	23-9024.59	24-8225.54
Electrician, Senior . . . . .	48-8019.35	49-5420.08	49-5420.08	49-5420.08	49-5420.08
Technician, Sound and Video Equipment (Full-time) . . . . .	48-8019.35	49-5420.08	49-5420.08	49-5420.18	49-5420.08
Technician, Pump Station Electrical . . . . .	49-3519.91	20-1520.73	20-9021.51	20-9021.51	20-9021.51
Technician, Pump Station Electrical, Senior . . . . .	20-4921.08	21-2921.91	22-1222.76	22-1222.76	22-1222.76

**F.1.12** The proposal to establish a new classification title and job specifications for employees assigned as helpers to Pump Station Electrical Technicians shall, upon approval by the City Personnel Director, be subject to further negotiation and subsequent accretion to this Appendix.

**F.1.23** Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

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E.2 Electricians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday through Tuesday. Scheduling shall be arranged to meet the requirements of the foregoing sentence.

E.3 The following City-owned equipment at the Seattle Center shall be handled, operated and maintained exclusively by regular and temporary bargaining unit employees; notwithstanding the right of the City to contract out maintenance work as it deems appropriate:

- Amplifiers
- Pre-amplifiers
- Microphones
- Speakers
- Speaker systems
- Audio cables
- Equalizers
- Audio boards
- Audio racks
- Ancillary audio equipment
- Mixing consoles
- Processing equipment (Techo, system delay, limiting or any ancillary equipment used to process or shape audio signals)-
- Video equipment and systems (exclusive of video training packages and large semi-permanent projection screens)

F.3.1 The Union recognizes all others whose responsibilities are the handling and/or operation of sound equipment belonging to others, other than City-owned equipment.

F.4 Overtime - When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

F.5 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

F.6 Coveralls shall be furnished to Electricians in the Parks & Recreation Department.

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- E.7 The Seattle Center shall advise temporary employees of permanent full-time job openings. All candidates shall be required to compete for any such openings; provided however, the Seattle Center shall give serious consideration for full-time positions in the same classification to Temporary Sound Equipment Technicians or Electricians at the Seattle Center who are eligible for consideration.
- E.8 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights, e.g. in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.
- E.9 The City will pay training costs for employees classified as Pump Station Electrical Technicians to acquire Level 1 certification or employees classified as Senior Pump Station Electrical Technician to acquire Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program. This practice is consistent with career development assisted training.

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APPENDIX "G"

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 763

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 763, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

G.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>									
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>					
Licenses and Standards Inspector . . .	45.78	\$17.25	16.38	\$17.92	17.02	\$18.61	17.70	\$19.36	18.44	\$20.17

G.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>									
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>					
Licenses and Standards Inspector . . .	47.25	\$17.75	17.92	\$18.44	18.64	\$19.15	19.36	\$19.92	20.47	\$20.75

G.1.12 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

G.1.23 Clothing - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

G.1.23.1 The City shall continue to provide, maintain, repair, and clean coveralls for those employees assigned to the Weights And Measures Section. In lieu of the benefit set forth within Section 14.11, the City shall also provide all-weather jackets and safety shoes for those employees assigned to the Weights and Measures Section and replace said coveralls, jackets and safety shoes on an as-needed basis.

G.1.34 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union. The warning letter shall not be valid

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unless transmitted to the Union.

G.1.45 Compensatory Time - Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time.

G.2 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by the following Sections of this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Warrant Server/Officer . . . . .	42.43\$13.27	42.57\$13.74	43.04\$14.26	43.56\$14.83	44.09\$15.41
Warrant Server/Officer, Senior . . . .	43.04\$14.26	43.56\$14.83	44.09\$15.41	44.62\$15.99	44.62\$15.99
Warrant Server/Officer, Supervisor . .	43.84\$15.10	44.34\$15.69	44.91\$16.31	45.47\$16.92	45.47\$16.92

G.2.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Warrant Server/Officer . . . . .	43.54\$13.65	44.02\$14.14	44.55\$14.67	45.12\$15.26	45.72\$15.86
Warrant Server/Officer, Senior . . . .	44.99\$14.67	45.58\$15.26	46.19\$15.86	46.80\$16.45	46.80\$16.45
Warrant Server/Officer, Supervisor	45.97\$15.54	46.48\$16.15	47.14\$16.78	47.77\$17.41	47.77\$17.41

G.2.12 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.

G.2.23 Clothing - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

G.2.3 Sick Leave - ~~All employees covered by this Appendix who are employed in the classification of Warrant Server and Warrant Server, Senior and Warrant Server, Supervisor and who have had past accrued sick leave benefits which have been set forth and identified on their payroll records shall be entitled to use those same past accrued sick leave benefits for the purposes expressed within Article VIII of this Agreement. Effective September 1, 1975, said employees shall commence to earn sick leave credit pursuant to Article VIII.~~

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~~G.2.4 Layoff Within The Bargaining Unit - Employees shall be laid off in order of their length of service, the one with the least service being laid off first.~~

~~G.2.4.1 Layoff Out Of Order - Layoff out of the regular order may take place if there is a necessity for doing so in the interest of maintaining the efficient operation of the department; provided however, any employees(s) affected shall first be given an opportunity to be heard.~~

~~G.2.4.2 Recall - The order of call-back shall be reversed so that the last employee laid off shall be the first employee rehired.~~

~~G.2.4.3 If employees covered by this Section are transferred to the Seattle Police Department or any other City department not under the judicial branch of government, layoff shall be in accordance with the City Personnel Ordinance.~~

G.2.54 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union. The warning letter shall not be valid unless transmitted to the union.

G.2.65 Compensatory Time - Compensatory time may be used as a method of compensating overtime pay as specified in Section 5.2. If used, the compensatory time shall be accrued at the overtime rate for each hour of overtime work. Accrual of compensatory time must be mutually agreeable to the affected employee and the City. The City may pay off a portion or all of accrued compensatory time over forty (40) hours at its discretion for all employees within the bargaining unit.

G.2.6 Training - Employees are required to have and maintain during their employment a first aid card and CPR certification. The Department shall provide periodic training to maintain such card and certification.

G.2.7 Shift Premium - ~~Effective January 01, 1994,~~ An employee working within a classification identified within Section G.2 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

45¢ per hour

GRAVEYARD SHIFT

55¢ per hour

G.2.7.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the

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overtime rate.

G.2.7.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 6:45 A.M.

~~G.2.8~~ During the term of this Agreement, either party may reopen discussion for the purpose of revising the Appendix on issues of job title, wages and other matters affecting the terms and conditions of employment addressed in Article V, Hours of Work and Overtime, for the Warrant Server classifications:

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**APPENDIX "H"**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 117**

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle; Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

**H.1** Effective ~~January 01, 1992~~ **December 28, 1994**, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A 00-06m</u>	<u>STEP B 07-18m</u>	<u>STEP C 19-30m</u>	<u>STEP D 31-42m</u>	<u>STEP E 43 m +</u>
Keeper, Zoo . . . . .	13.74	13.04	14.26	13.56	14.83
Keeper, Zoo II . . . . .	14.26	14.83	15.41	15.99	16.61
Keeper, Zoo, Senior . . . . .	14.83	15.41	16.01	16.61	17.25
Pool Car Attendant . . . . .	12.30	12.76	12.76	12.76	12.76
Recreation Center Coordinator . . . . .	16.61	17.25	17.92	18.61	19.36
Recreation Center Coordinator, Assistant . . . . .	15.10	15.69	16.31	16.92	17.57
Servicer, Equipment . . . . .	13.38	13.88	14.41	14.41	14.41
Warehouser . . . . .	13.60	14.11	14.67	14.67	14.67
Warehouser, Chief . . . . .	15.26	15.85	16.44	17.07	17.71
Warehouser, Senior . . . . .	14.98	15.56	16.15	16.15	16.15
Veterinary Aide . . . . .	12.07	12.56	13.00	13.00	13.00
Veterinary Technician . . . . .	13.78	14.32	14.83	15.42	16.01
Veterinary Technician, Senior . . . . .	16.01	16.63	17.28	17.28	17.28

**H.1.1** Effective **December 27, 1995**, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m+</u>
Keeper, Zoo .....	43.74	44.14	44.26	44.67	44.83
Keeper, Zoo II .....	44.26	44.67	44.83	45.27	45.41
Keeper, Zoo, Senior .....	44.83	45.26	45.41	45.86	46.01
Pool Car Attendant .....	42.30	42.66	42.70	43.13	42.76
Recreation Center Coordinator ..	46.64	47.09	47.25	47.75	48.44
Recreation Center Coordinator, Assistant .....	45.40	45.54	45.69	46.15	46.34
Servicer, Equipment .....	43.38	43.77	43.88	44.28	44.41
Warehouseman .....	43.00	43.99	44.11	44.52	44.67
Warehouseman, Chief .....	45.26	45.70	45.85	46.31	46.44
Warehouseman, Senior .....	44.98	45.41	45.56	46.01	46.15
Veterinary Aide .....	42.07	42.42	42.56	42.92	43.00
Veterinary Technician .....	43.78	44.18	44.32	44.74	44.83
Veterinary Technician, Senior ..	46.04	46.47	46.63	47.11	47.28

H.1.42 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.

H.2 Shift Premium - Effective January 1, 1994, an employee working within a classification identified within Section H.1 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 premium pay shift for all scheduled hours worked during such shift:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

H.2.1 The afore-referenced shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the

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overtime rate.

H.2.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

H.3 In lieu of Sections H.2, H.2.1 and H.2.2, employees covered by this Appendix who are employed by the Department of Administrative Services (DAS) fleets and shops Services Division and who are classified as Equipment Servicers or as Warehousemen employed in the auto parts room, who either by shift pick or assignment, work the established second (2nd) shift, shall continue to be assigned in the following manner: eight (8) hours within eight and one-half (8-1/2) consecutive hours which shall constitute a work shift.

H.3.1 Effective upon the signature date of this Agreement, employees identified in Section H.3 on the afore-referenced, established second (2nd) shift shall receive forty-five cents (45¢) per hour shift premium pay while so assigned.

H.4 When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

H.5 Employees within the bargaining unit covered by this Appendix who are employed at the Woodland Park Zoo shall be furnished the necessary foul weather clothing and uniforms.

H.6 Parking Attendants and Senior Parking Attendants - The following Sections shall apply only to Parking Attendant and Senior Parking Attendant classifications. None of the previous Sections of Appendix H shall apply to these classifications unless specifically stated to the contrary in a particular Section. Due to the nature of the business and the working conditions, Section 1.4 and 1.4.1. shall not apply to the afore-referenced classifications.

H.6.1 Effective ~~January 1, 1992~~ December 28, 1994, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> 00-06m	<u>STEP B</u> 07-18m	<u>STEP C</u> 19-30m	<u>STEP D</u> 31-42m	<u>STEP E</u> 43 m +					
Parking Attendant	\$9.52	\$10.41	\$9.88	\$10.81	\$10.27	\$11.23	\$10.66	\$11.65	\$11.08	\$12.11

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Senior Parking Attendant . . . . 44-3912.45 44-8212.93 42-2713.41 42-7213.92 42-7213.92  
 Parking Attendant - Int. . . . . 9-5210.41  
 Senior Parking Attendant - Int. 44-3912.45

**H.6.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> 00-06m	<u>STEP B</u> 07-18m	<u>STEP C</u> 19-30m	<u>STEP D</u> 31-42m	<u>STEP E</u> 43 m +
Parking Attendant . . . . .	\$10-4410.71	\$10-8411.12	\$11-2311.56	\$11-6511.99	\$12-4412.46
Senior Parking Attendant . . . .	42-4512.81	42-9315.30	43-4413.80	43-9214.32	43-9214.32
Parking Attendant - Int. . . . .	10.71				
Senior Parking Attendant - Int. . . . .	12.81				

**H.6.1.2** Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employee shall be made in accordance with the pertinent provisions of Article IV4.

~~**H.6.2** Intermittent Parking Attendants and Intermittent Senior Parking Attendants hired before October 3, 1986, shall not suffer a loss of pay as a result of the afore-referenced delineated wage rates. Their Hourly Rates of Pay shall remain the same as those in effect on August 31, 1986, until such times as there is no longer a wage differential between the wage rates of those hired prior to October 3, 1986 and the wage rates set forth herein.~~

**H.7** Permanent part-time Parking Attendants, and permanent part-time Senior Parking Attendants shall be defined as employees hired to work in other than a temporary status at least eighty (80) hours per month. This definition of part-time employees shall replace the one cited in Section 1.1.5. The City shall not reduce the number of potential employment hours available per year to permanent part-time Parking Attendants as a result of defining their status as employees hired to work an average of at least eighty (80) hours per month rather than as employees hired to work at least an average of twenty (20) hours per week. However, nothing in this Section shall be construed so as to limit management's right to suspend, demote, discharge or lay off said employees.

**H.8** For permanent full-time employees, eight (8) hours shall constitute a normal workday and five (5) full eight (8) hour days shall constitute a workweek schedule. The normal eight (8) hour days shall be worked within a nine (9) hour period in each of the five (5) days. The City shall maintain as many consecutive schedules as

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practicable. This language shall be in lieu of Section 5.1.

H.9 Notwithstanding the provisions of Section 5.2, any overtime referenced in the City of Seattle/Joint Crafts Council Labor Agreement shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate of pay for Parking Attendants and Senior Parking Attendants.

H.10 The City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, 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. Management must give a forty-eight (48) hours notice to employees if they are going to be required to take a working meal period. If such notice is not given to employees, the employees shall have the choice of whether or not they would like to take a working meal period. This language shall replace Section 5.1.3.

H.11 Section 5.2.1 shall not be applicable to Parking Attendants; Parking Attendants, Intermittent; Senior Parking Attendants; or Senior Parking Attendants, Intermittent.

H.12 When management deems it necessary, work schedules for permanent employees may be established other than Monday through Friday. Where practical, at least forty-eight (48) hours advance notification shall be afforded the affected employees when changes in posted work schedules are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule, unless said notification was impractical. This language shall be in lieu of Section 5.5.

H.13 Work Assignments For Intermittent Parking Attendants - In the interest of maintaining an efficient and equitable system of operations at the Seattle Center and to facilitate the assignment of fluctuating numbers of Intermittent Parking Attendants to the various events, the City and Union agree that management shall give appropriate consideration to the following:

- Work opportunities required to maintain an adequate, interested, trained and available and intermittent Parking Attendant work force.
- The employees' availability, whether or not they were hired prior to October 3, 1986, and their record of performance. At that point in the future when all Intermittent Parking Attendants are paid the same wage rate, whether or not they were hired prior to October 3, 1986, shall continue to be a factor.

~~H.13.1 For as long as a wage differential exists between intermittent employees hired prior to October 3, 1986, and those hired subsequent to that date, the City shall not (1) give any preference in the number of hours of work assignments to employees with~~

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~~lower rates of pay; and/or, (2) hire additional staff for the primary purpose of paying lower wages in general to their intermittent work force.~~

H.14 Scheduling for Intermittent Parking Attendants - Seattle Center Intermittent Parking Attendants must have an availability of at least ten (10) periods out of a total of twenty-eight (28) periods each week (except that those Intermittent Parking Attendants hired before October 3, 1986, will continue to have an availability of eight (8) periods out of a total of twenty eight (28) periods unless on an approved leave of absence from the Department. All Seattle Center Intermittent Parking Attendants must be available from 6:00 Aa.Mm. to 12:00 Aa.Mm. (midnight) during each of the days on which the following festivals are being held: Bumbershoot, Folklife, and the Bite of Seattle, and on all holidays. If employees have a time conflict with any of the afore-referenced hours during these three (3) festivals or on a holiday due to other employment or a scheduled class in a degree program, they must submit a written note from their other employer or their professor explaining such to departmental management in order to be excused from having to be available to work for those hours. Failure to comply with the above shall result in termination as a quit.

H.14.1 Seattle Center Intermittent Parking Attendants must provide the Department with changes in the availability schedules by the first (1st) of each month for the subsequent month. Employees who have indicated availability for work shall be expected to accept shift assignments during the periods they have indicated that availability, unless a shift change request has been approved more than ~~forty-eight (48)~~ seventy-two (72) hours in advance of the desired change by the Parking manager or his/her designee. Such request shall be approved or disapproved on the basis of (1) the impact on overall scheduling and staffing; and/or (2) whether or not there are emergency circumstances involved. Employees who do not comply with the afore-referenced shall be subject to termination as a quit; provided however, employees shall not be penalized under this Section in the case of bona fide emergencies, illnesses, or a lack of forty-eight (48) hours' notification from the City.

H.14.2 Regular attendants may submit a shift start time preference (either a.m. start or p.m. start) for one day per month. Requests must be submitted on the first of each month for the subsequent month. In addition, requests submitted 72 hours in advance may be granted up to four times per year. (Shift start preference requests apply to those on five-day work week. Ability to grant shift start preferences is based on sufficient lead staffing, sufficient lead back-up, and sufficient qualified intermittents to cover anticipated operational needs. In cases where attendants simultaneously request the same or a mutually exclusive schedule change, requests will be approved based on seniority.)

H.14.23 Seattle Center management shall post a base schedule for the first week of each month by the twenty-sixth (26th) day of the prior months. They shall post a base

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schedule of the second week of each month by the first day of that same month. They shall post a base schedule for the third week of each month by the fourth (4th) day of that same month; and, they shall post a base schedule of hire the last week of each monthly by the tenth (10th) day of that same months. Changes in said schedules may be made by management with forty-eight (48) hours' notice to employees. If base schedules are not posted by the above dates, or if said forty-eight (48) hours' notice for changes is not given, employees have the right to refuse assignments for the period of time for which the schedule was not posted or the notice was not given.

H.15 Split Shifts - Notwithstanding the provisions of Section 5.1 and H.8, management reserves the right to schedule split shifts for training purposes twenty-four (24) times per year for all Senior Parking Attendants and ~~twelve~~eighteen (1218) times per year for all regular Parking Attendants (~~including both intermittent~~) and twelve (12) times per year for all Intermittent Parking Attendants. The City will attempt to schedule training which results in the least amount of disruption for the employee.

H.15.1 For nonadministrative purposes, an employee may volunteer to work straight-time, split-shift assignments for the following month by the fifteenth (15th) day of the prior month. If split shifts are available to be worked, management shall so notify those employees who volunteered to work split shifts. Under these circumstances, all employees shall have the right to refuse to work split shifts even though they may have indicated a desire to do so at an earlier point in time.

H.16 Four-Hour Guarantee of Work - All permanent part-time and Intermittent Parking Attendants shall be guaranteed a minimum of four (4) hours of work whenever they are scheduled to work. The City reserves the right to require said Parking Attendants to perform additional job-related duties in order to ensure that wages are not paid for time during which no work is being done. The four (4) hour guarantee of work shall not apply to Section H.15.

H.17 Seniority for Permanent Employees - Seniority as a permanent employee shall be determined by the date of hire within the bargaining unit, class specification, and the employing department. Standing for purposes of seniority shall cease when an employee is separated from employment; on an unpaid leave of absence for more than one hundred twenty (120) days; or changed to intermittent status.

H.17.1 Seniority With Respect To Having Consecutive Days Off - Permanent employees with the most seniority who have the same status with regard to being either full-time or part-time employees shall have the first option for a schedule with consecutive days off, where such schedules are available. The City shall maintain as many schedules with consecutive days off as practicable, unless employees designate a preference for nonconsecutive days off.

H.17.2 Seniority With Respect To Overtime - Permanent employees with the most seniority

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shall have the first option for nonshift extension overtime opportunities within that class specification.

H.17.3 Seniority With Respect To Scheduling of Vacation - Permanent employees shall submit vacation requests by a date(s) specified by their respective department. Vacation requests shall be approved by management, whenever practicable, on the basis of seniority. Seniority rights for vacation assignment for that calendar year shall cease to exist if an employee submits a change to his/her original vacation request after the deadline for said request is to be in.

H.18 Holiday Observation For Regular Employees - In lieu of 6.1.1. Regular employees shall observe paid holidays on the actual day of the holiday. When regular employees are scheduled to work on the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply, in addition to being paid for the holiday at his/her straight-time hourly rate of pay pursuant to Section 6.4. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

H.18.1 Notwithstanding H.18, Whenever any paid holiday falls on a permanent employee's regularly scheduled day/days off, either the working day before or the working day after the employee's scheduled day/days off may be recognized as the paid holiday at the Department's option, or the Department may elect to pay the employee for the holiday at the regular straight-time hourly rate of pay. Payment shall be made only once per affected employee for any one holiday. This language shall be in lieu of Section 6.1.1.

H.19 In lieu of Section 6.1.2., permanent part-time Parking Attendants and Senior Parking Attendants shall receive holiday time off or pay at the regular straight-time hourly rate based upon hours compensated during the two (2) prior pay periods that the employee was on pay status before the one in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

H.20 The amount of vacation time deducted from the vacation balance of permanent part-time personnel shall be calculated on the basis of the average number of hours worked/compensated in the two (2) pay periods that the employee was on pay status prior to the pay period in which the vacation starts. For example, in the first pay period an employee works and/or is compensated ten (10) days and a total of sixty-four (64) hours and the second pay period works and/or is compensated six (6) days and a total of forty-eight (48) hours. In the combined pay periods, the employee worked sixteen (16) days and a total of one hundred twelve (112) hours'. The employee shall therefore be charged seven (7) hours' vacation for each day taken per this formula.

H.21 Notwithstanding the provision of Section 8.1.6, a supervisor may require a doctor's

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certification after six (6) or more absences in a six (6) month period, per the Seattle Center Department's sick leave policy, or, at anytime the supervisor identifies sick leave use that is questionable, i.e., sick leave days taken in conjunction with holidays, vacation, scheduled days off or sick leave consistently taken on a particular day of the week.

- H.22 All employees (including intermittent) must have a current valid State of Washington Driver's License.
- H.23 In lieu of Sections 14.1, ~~14.1.1, 14.1.2,~~ and 14.1.31, regular and intermittent employees employed by the Seattle Center shall be required to own and insure their own vehicle car, truck or van for use on the job at no additional cost to the City. The Seattle Center shall continue parking privileges (worth \$20 per month) for regular and intermittent employees and provide a flat mileage reimbursement of fifty cents (50¢) for each day worked by an intermittent employee and eleven dollars (\$11.00) per month for each permanent employee. Those employees hired prior to June 22, 1990, who do not have a vehicle car, truck or van shall not be included in this requirement and condition. Those employees hired prior to June 22, 1990, who do have a vehicle car, truck or van shall be included in this requirement and condition. All employees hired on or after June 22, 1990, shall be included in this requirement and condition.
- H.24 All employees (including intermittent) must have either a telephone at their place of residence or a message phone/answering service in order to be able to be contacted by the supervisor.
- H.25 All Seattle Center employees (including intermittent) must have a watch or similar timepiece that works. The watch shall be worn or the timepiece shall be carried by the employee while on duty.
- H.26 The Seattle Center may provide and arrange for the cleaning of rented uniforms or the Seattle Center may purchase a uniform and the employee arrange for the cleaning of the purchased uniform. In either case, the City may require that employees wear said uniforms. Uniform design, quantity and type of fabric shall be at the discretion of management. Uniforms lost by the employee or severely misused shall be charged to the employee at a replacement cost. The Seattle Center may determine at any time that it shall no longer provide uniforms. Employees may provide their own pants in lieu of uniform pants as long as the color, fabric and style are essentially equivalent to the uniform pant. If dark pants or skirts are not provided as part of the uniform, employees shall be responsible for providing these items. Employees must maintain a clean and neat personal appearance.
- H.27 Identification Cards - At Seattle Center, picture identification cards may be issued to employees (including intermittent employees) by the City, and if so, shall be worn

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in a sensible but conspicuous place on their person by all such employees. Any such picture identification card shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there will be a replacement fee of three dollars (\$3.00). The cost of replacing the card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee. It is understood that the Seattle Center may continue the past practice of having the name on the jacket of Parking Attendants in addition to requiring the wearing of identification cards.

- H.28 Section 14.13 related to Seattle Center Employee monorail use shall apply to all employees covered by this Appendix.
- H.29 All employees (including intermittent) shall wear or use safety equipment that is required and provided by the City while in the performance of their work.
- H.30 Paychecks for all Seattle Center employees (including intermittent) shall be available for pick up from the designated City representative(s) after 3:00 p.m. on the day paychecks are normally distributed unless employees designate that they want their paychecks mailed directly to them. Checks that are not picked up by 8:00 Pp.Mm. on the day that they are generally distributed shall be mailed to employees the following business day. Management shall designate two (2) periods per year during which employees may designate their preferred method of paycheck distribution.
- H.31 All Intermittent Parking Attendants and Intermittent Senior Parking Attendants with prior approval by management may take up to one hundred twenty (120) days of unpaid leave per calendar year. Each unpaid leave of absence taken must be for a minimum duration of one (1) week, except up to four (4) times per year, leaves of absence for less than one (1) week but no less than four (4) days may be granted.
- H.32 Each department employing Parking Attendants shall maintain a standing safety committee within the working unit. The function of the safety committee shall be to identify safety concerns; make recommendations to department management on potential remedies to safety concerns; and to provide a vehicle for safety communications and training. Committee membership shall consist of: two (2) Parking Attendants designated by the bargaining unit (one of which shall be a Senior Parking Attendant, where applicable) and one departmental management designee. The safety committee shall meet no less frequently than once per quarter (three months) for a maximum of two (2) hours. Management shall schedule the time for these meetings to convene. The four (4) hour minimum guarantee cited in Section H.16 shall not apply to Section H.32. Only the three (3) designated

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employees who comprise the safety committee shall be paid during their attendance at said meetings. The agenda for each meeting must be set two (2) weeks in advance by the three (3) member committee. Minutes of each meeting shall be distributed to all safety committee and bargaining unit members afterwards.

- 11.33 The City shall make available to those employees in the classification of Parking Attendant working alone in a closed facility, a two-way radio which shall remain the property of the City. The City shall make necessary rules and procedures for checkout and return of radios.

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APPENDIX "I"

PAINTERS DISTRICT COUNCIL NO. 5

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Wash. ington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Painters District Council No. 5, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

I.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19 m+</u>
Automotive Body Worker/Painter .....	\$45.96	\$46.59	\$46.59
Automotive Equipment Painter .....	45.96	46.59	46.59
Paint & Body Crew Chief .....	47.89	48.60	49.35
Painter, Crew Chief .....	47.89	48.60	49.35
Painter, Senior .....	46.97	47.64	47.64
Painter .....	46.87	46.87	46.87
Painter, Assistant Sign Shop .....	42.90	42.90	42.90
Painter, Senior, Assistant Sign Shop .....	14.67	15.26	15.26
Painter, Assistant Spray Booth .....	43.44	43.94	43.94
Sign Painter, Crew Chief .....	47.89	48.60	49.35
Sign Painter, Senior .....	46.97	47.64	47.64
Sign Painter .....	46.87	46.87	46.87
Sign Painter/Upholsterer .....	46.97	47.64	47.64
Structural Painter, Senior .....	48.44	48.44	48.44
Structural Painter .....	46.82	47.47	47.47

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**L1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY		
	STEP A 00-06m	STEP B 07-18m	STEP C 19 m +
Automotive Body Worker/Painter	17-46\$17.97	18-44\$18.67	18-44\$18.67
Automotive Equipment Painter	17-4617.97	18-4418.67	18-4418.67
Paint & Body Crew Chief	19-5620.13	20-3520.94	21-1721.78
Painter, Crew Chief	19-5620.13	20-2520.94	21-1721.78
Painter, Senior	18-5619.10	19-2919.85	19-2919.85
Painter	18-4518.99	18-4518.99	18-4518.99
Painter, Assistant Sign Shop	14-2614.67	14-2614.67	14-2614.67
Painter, Senior, Assistant Sign Shop	14-6715.10	15-2615.70	15-2615.70
Painter, Assistant Spray Booth	14-6715.10	15-2615.70	15-2615.70
Sign Painter, Crew Chief	19-5620.13	20-3520.94	21-1721.78
Sign Painter, Senior	18-5619.10	19-2919.85	19-2919.85
Sign Painter	18-4518.99	18-4518.99	18-4518.99
Sign Painter/Upholsterer	18-5619.10	19-2919.85	19-2919.85
Structural Painter, Senior	19-8420.42	19-8420.42	19-8420.42
Structural Painter	18-4018.93	19-4419.66	19-4419.66

**L1.12** Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.

**L2** The Crew Chief assigned to the Skagit Project shall be a working member of the crew may do work performed by the crews that they supervise. As such, he/she shall the Crew Chief may use the tools of the trade when reasonable and/or necessary as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that he/she might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

**L3** Effective upon the signature date of this Agreement, employees while assigned

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- to do spray painting or who are required to work on swinging staging or steel transmission towers shall receive an additional fifty cents (50¢) per hour for each straight time or overtime hour worked in addition to their regular hourly rate of pay while so assigned. At no time shall any employee within this bargaining unit receive both spray painting and swinging staging premiums more than one premium.
- I.4** A Painter Crew Chief while supervising Structural Painters shall be paid an additional 50¢ an hour while so assigned.
- I.45** In the City Light Department, when four (4) or more employees, three (3) of whom are classified as Structural Painters, are working on one specific job in an outlying work area such as the Bothell Substation, one Structural Painter shall be assigned "in charge" and shall be compensated as a Senior Structural Painter while acting in this capacity.
- I.45.1** This provision shall be effective only when the Crew Chief does not visit the work premises once in each four (4) hour period of work. The Structural Painter assigned "in charge" shall continue to work.
- I.5.2** Because a Structural Painter at Step 2 when assigned work out-of-class duties as a Painter Crew Chief at Step 1 makes less than "in charge" duties as a Senior Structural Painter under I.4 and I.4.1 of the Joint Crafts Council Agreement, the step placement for a Structural Painter working out of class as a Painter Crew Chief will be at Step 2.
- I.56** Personnel temporarily assigned to the City Light Boundary Project shall be paid one-half (1/2) hour pay per day at the straight-time rate of pay as compensation for travel time between the work site and the board and lodging facility.
- I.67** White overalls and white shirts, coveralls, or protective and specialized clothing currently provided by the City shall continue to be provided per existing departmental practice.
- I.78** Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally however, this practice shall include a call to the Union hall.
- I.89** Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time. If used, the compensatory time shall be accrued at the overtime rate as specified in Section 5.2 for each hour of overtime work.
- I.910** Shift Premium - Effective January 01, 1994, an employee working within a classification identified within Section I.1, who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night

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(graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

- 1.910.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.
- 1.910.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift shall encompass the hours from Midnight to 8:00 A.M.
- 1.101 Sections 4.2.1 and 4.2.2 shall determine out-of-class pay Step placement as clarified in Section 5.9.
- 1.1 Effective December 1, 1996, all employees classified and working full-time as automotive Body Worker/Painter, who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding years, shall be paid a tool allowance in the amount of seventy-five (\$75.00). Payment shall be made on the first pay date following a full pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.
- 1.13 The City shall provide, at no cost to the employee, all required safety equipment and supplies required to perform work in a manner consistent with the Washington Industrial Safety and Health Act, Federal OSHA standards or other pertinent ordinance, regulation, or standard.

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APPENDIX "J"

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

1.1 ~~Effective January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Asphalt Raker .....	13.56	14.83	14.99	15.41	14.62
Asphalt Raker, Senior .....	14.62	15.99	15.48	16.61	15.48
Cement Finisher .....	14.79	16.18	15.36	16.80	15.36
Cement Finisher, Senior .....	15.65	17.12	16.25	17.77	16.25
Garage/Store Clerk .....	10.13	11.07	10.52	11.51	10.90
Engineering Emergency Laborer ...	14.16	15.48	14.16	15.48	14.16
Facilities Lead Worker .....	13.69	14.98	14.22	15.56	14.76
Facilities Maintenance Worker .....	13.69	14.98	14.22	15.56	14.76
Forest Maintenance Crew Chief ....	17.49	19.13	18.23	19.93	18.92
Forest Maintenance Worker .....	14.24	15.58	14.79	16.18	15.36
Forest Maintenance Worker, Senior .....	15.48	16.61	15.78	17.25	16.38
Gardener, Principal .....	15.48	16.61	15.78	17.25	16.38
Assistant Gardener-I .....	11.26	12.32	11.67	12.76	12.13
Gardener II .....	12.57	13.74	13.04	14.26	13.56
Senior Gardener-III .....	14.09	15.41	14.62	15.99	15.16

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Golf Course Technician	12.43	12.89	13.74	14.26	14.83
Golf Course Technician, Senior	13.28	14.26	14.98	15.56	16.18
Golf Course Maintenance Grew Chief Supervisor	46-8517.39	47-4918.09	48-2318.81	48-2319.51	48-2320.33
Greenhouse Supervisor	45-4816.61	45-7817.25	46-7817.25	46-7817.25	45-7817.25
Grounds Equipment Mechanic	44-3415.69	44-9416.31	45-4716.92	45-4716.92	45-4716.92
Grounds Equipment Mechanic, Senior	45-4716.92	46-0717.57	46-7418.27	46-7418.27	46-7418.27
Grounds Maintenance Crew Chief	46-8518.81	47-4919.51	48-2320.33	48-2320.33	48-2320.33
Grounds Maintenance Lead Worker	43-6914.98	44-2215.56	44-7616.15	44-7616.15	44-7616.15
Heating Plant Technician	44-3415.69	44-9416.31	44-9416.31	44-9416.31	44-9416.31
Ice Rink Specialist	43-6914.98	44-2215.56	44-2215.56	44-2215.56	44-2215.56
Installation Maintenance Worker	43-6914.98	44-2215.56	44-2215.56	44-2215.56	44-2215.56
Janitor/Janitorial Crew Chief- Seattle Center	43-3415.10	44-3415.69	44-9416.31	44-9416.31	44-9416.31
Janitor-Seattle Center/ Parks/Water	40-0410.98	40-4311.41	40-8911.82	40-8911.82	40-8911.82
Janitor, Senior-Seattle Center/ Parks/Water	40-8911.82	41-2612.32	41-6712.76	41-6712.76	41-6712.76
Janitor-Power Washer, Parks	40-6311.62	41-0312.06	41-4912.56	41-4912.56	41-4912.56
Laborer	41-3712.43	41-7812.89	41-7812.89	41-7812.89	41-7812.89
Laborer-Inserting Machine Operator	41-3712.43	41-7812.89	41-7812.89	41-7812.89	41-7812.89
Laborer-Pest Control	43-6914.98	44-2215.56	44-2215.56	44-2215.56	44-2215.56
Laborer-Roto Mist Sprayer	43-7014.99	43-7014.99	43-7014.99	43-7014.99	43-7014.99
Laborer, Waste Water Collection	12.00	13.41	13.95	13.95	13.95
Landscape Supervisor	47-5919.14	48-2919.90	48-9220.70	48-9220.70	48-9220.70
Lock Technician Trainee (proposed)	13.27	13.74	14.26	14.83	15.41
Lock Technician	45-4615.69	45-7616.31	46-3516.92	46-3516.92	46-3516.92

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Maintenance Crew Chief, General - Skagit	48-5920.33	49-3421.12	49-3421.12	49-3421.12	49-3421.12
Maintenance Laborer	43-0414.26	43-0414.26	43-0414.26	43-0414.26	43-0414.26
Maintenance Laborer, Senior Traffic	43-4114.67	43-0415.26	43-9415.26	43-9415.26	43-9415.26
Museum Custodial, Senior	13.30	13.81	14.34	14.91	15.47
Operations Crew Chief -Seattle Center	46-4918.24	46-8518.99	47-4919.71	47-4919.71	47-4919.71
Parks Custodial Crew Chief	46-8518.43	47-4919.13	48-2319.93	48-2319.93	48-2319.93
Parks Equipment Operator	42-6913.88	43-4714.41	43-6914.98	43-6914.98	43-6914.98
Parks Maintenance Crew Chief	46-8518.43	47-4919.13	48-2319.93	48-2319.93	48-2319.93
Parks Maintenance Aide I - Intermittent	8.47				
Parks Maintenance Aide II - Intermittent	3.80				
Pool Maintenance Lead Worker	44-6316.00	45-1816.61	45-7817.25	45-7817.25	45-7817.25
Pool Maintenance Worker	43-4714.41	43-6914.98	44-2215.56	44-2215.56	44-2215.56
Laborer-Pump Station Maintenance Helper Worker	42-9914.11	43-4414.67	43-9515.27	43-9515.27	43-9515.27
Laborer-Pump Station Maintenance Leadworker	44-5415.87	45-0716.49	45-6617.13	45-6617.13	45-6617.13
Right-of-Way Maintenance Lead Worker	45-0716.48	45-6517.12	46-2517.77	46-2517.77	46-2517.77
Right-of-Way Maintenance Worker	44-7616.15	45-3216.76	45-3216.76	45-3216.76	45-3216.76
Sewer Maintenance Specialist	45-5717.04	46-2017.72	46-7818.36	46-7818.36	46-7818.36
Special Crew Lead Worker	44-6316.00	45-1816.61	45-7817.25	45-7817.25	45-7817.25
Storekeeper	43-5614.83	44-0915.41	44-6215.99	45-1816.61	45-7817.25
Traffic Marking Lead Worker	43-6614.95	44-2215.56	44-7616.15	45-3216.76	45-3216.76
Traffic Sign and Marking Crew Chief I	47-4918.81	47-8419.51	48-5920.33	48-5920.33	48-5920.33
Traffic Sign and Marking Crew Chief II	48-9520.73	49-6721.52	20-4322.35	20-4322.35	20-4322.35
Tree Maintenance Specialist	42-4313.60	42-9914.11	43-4114.67	43-4114.67	43-4114.67
Tree Trimmer	44-6316.00	45-1816.61	45-7817.25	45-7817.25	45-7817.25

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<del>Laborer-Sewer Repair</del> Utility Construction Lead Worker .....	<del>45.40</del> 15.87	<del>45.43</del> 16.48	<del>46.45</del> 17.13	<del>46.45</del> 17.13	<del>46.45</del> 17.13
Utility Laborer .....	42.57	43.74	42.57	43.74	42.57
Waste Water Collection Worker .....	42.90	44.11	43.95	45.27	43.95
Waste Water Collection Lead Worker .....	44.54	45.87	45.07	46.48	45.66
Waste Water Treatment Plant Operator .....	45.57	47.04	46.20	47.72	46.78
Workload Planner & Scheduler, Assistant-Parks .....	45.89	47.38	46.54	48.09	47.48

**J.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Asphalt Raker .....	\$14.83	15.26	15.44	15.86	15.99
Asphalt Raker, Senior .....	15.09	16.45	16.64	17.09	16.64
Cement Finisher .....	16.48	16.65	16.80	17.29	16.80
Cement Finisher, Senior .....	17.42	17.62	17.77	18.29	17.77
Store Clerk .....	11.07	11.39	11.54	11.84	11.92
Engineering Emergency Laborer ...	15.48	15.93	15.48	15.93	15.48
Facilities Lead Worker .....	14.98	15.41	15.56	16.01	16.15
Facilities Maintenance Worker .....	14.98	15.41	15.56	16.01	16.15
Forest Maintenance Crew Chief .....	19.43	19.68	19.93	20.51	20.70
Forest Maintenance Worker .....	15.58	16.03	16.18	16.65	16.80
Forest Maintenance Worker, Senior .....	16.61	17.09	17.25	17.75	17.92
Gardener, Principal .....	16.61	17.09	17.25	17.75	17.92
Assistant Gardener .....	12.32	12.68	12.76	13.13	13.27
Gardener .....	13.74	14.14	14.26	14.67	14.83

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Senior Gardener	15-4415.86	15-9916.45	16-6417.09	16-6417.09	16-6417.09
Golf Course Maintenance Supervisor	17-3917.89	18-9918.61	18-8419.36	19-5420.08	20-3320.92
Golf Course Technician	12-4312.79	12-8913.26	13-7414.14	14-2614.67	14-8315.26
Golf Course Technician, Senior	13-2813.67	14-2614.67	14-9815.41	15-5616.01	16-1816.65
Greenhouse Supervisor	16-6417.09	17-2517.75	17-2517.75	17-2517.75	17-2517.75
Grounds Equipment Mechanic	15-6916.15	16-3416.78	16-9217.41	16-9217.41	16-9217.41
Grounds Equipment Mechanic, Senior	16-9217.41	17-5718.08	18-2718.80	18-2718.80	18-2718.80
Grounds Maintenance Crew Chief	18-8419.36	19-5420.08	20-3320.92	20-3320.92	20-3320.92
Grounds Maintenance Lead Worker	14-9815.41	15-5616.01	16-1516.62	16-1516.62	16-1516.62
Heating Plant Technician*	15-6916.15	16-3416.78	16-3416.78	16-3416.78	16-3416.78
Ice Rink Specialist	14-9815.41	15-5616.01	15-5616.01	15-5616.01	15-5616.01
Installation Maintenance Worker	14-9815.41	15-5616.01	15-5616.01	15-5616.01	15-5616.01
Janitorial Crew Chief- Seattle Center	15-1915.54	15-6916.15	16-3416.78	16-3416.78	16-3416.78
Janitor-Seattle Center/ Parks/Water	10-9811.30	11-4411.74	11-8212.16	11-8212.16	11-8212.16
Janitor, Senior-Seattle Center/ Parks/Water	11-8212.16	12-3212.68	12-7613.13	12-7613.13	12-7613.13
Janitor-Power Washer, Parks	11-6211.96	12-0612.41	12-5612.92	12-5612.92	12-5612.92
Laborer**	12-4312.79	12-8913.26	12-8913.26	12-8913.26	12-8913.26
Laborer-Inserting Machine Operator	12-4312.79	12-8913.26	12-8913.26	12-8913.26	12-8913.26
Laborer-Pest Control	14-9815.41	15-5616.01	15-5616.01	15-5616.01	15-5616.01
Laborer-Roto Mist Sprayer	14-9915.42	14-9915.42	14-9915.42	14-9915.42	14-9915.42
Landscape Supervisor	19-1419.70	19-9920.48	20-7021.30	20-7021.30	20-7021.30
Lock Technician Trainee (proposed)	13-2713.65	13-7414.14	14-2614.67	14-8315.26	15-4415.86
Lock Technician	15-6916.15	16-3416.78	16-9217.41	16-9217.41	16-9217.41

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Maintenance Crew Chief, General - Skagit .....	20-3320.92	21-4221.73	21-4221.73	21-4221.73	21-4221.73
Maintenance Laborer .....	44-2614.67	44-2614.67	44-2614.67	44-2614.67	44-2614.67
Maintenance Laborer, Senior Traffic .....	44-6715.10	45-2615.70	45-2615.70	45-2615.70	45-2615.70
Operations Crew Chief -Seattle Center .....	48-2418.77	48-9919.54	49-7420.28	49-7420.28	49-7420.28
Parks Custodial Crew Chief .....	48-4318.96	49-4319.68	49-9320.51	49-9320.51	49-9320.51
Parks Equipment Operator .....	43-8814.28	44-4114.83	44-9815.41	44-9815.41	44-9815.41
Parks Maintenance Crew Chief .....	48-4318.96	49-4319.68	49-9320.51	49-9320.51	49-9320.51
Parks Maintenance Aide I - Intermittent	8-478.72				
Parks Maintenance Aide II - Intermittent	8-809.06				
Pool Maintenance Lead Worker .....	46-0016.46	46-6417.09	47-2517.75	47-2517.75	47-2517.75
Pool Maintenance Worker .....	44-4114.83	44-9815.41	45-5616.01	45-5616.01	45-5616.01
Pump Station Maintenance Worker .....	44-1114.52	44-6715.10	45-2715.71	45-2715.71	45-2715.71
Pump Station Maintenance Leadworker .....	45-8716.33	46-4816.96	47-4317.63	47-4317.63	47-4317.63
Right-of-Way Maintenance Lead Worker .....	46-4816.96	47-4217.62	47-7718.29	47-7718.29	47-7718.29
Right-of-Way Maintenance Worker .....	46-4516.62	46-7617.25	46-7617.25	46-7617.25	46-7617.25
Sewer Maintenance Specialist .....	47-0417.53	47-7218.23	48-3618.89	48-3618.89	48-3618.89
Special Crew Lead Worker .....	46-0016.46	46-6417.09	47-2517.75	47-2517.75	47-2517.75
Storekeeper .....	44-8315.26	45-4115.86	45-9916.45	46-6417.09	47-2517.75
Traffic Marking Lead Worker .....	44-9515.38	45-5616.01	46-4516.62	46-7617.25	46-7617.25
Traffic Sign and Marking Crew Chief I	48-8419.36	49-5420.08	20-3320.92	20-3320.92	20-3320.92
Traffic Sign and Marking Crew Chief II	20-7321.33	24-5222.14	22-3523.00	22-3523.00	22-3523.00
Tree Maintenance Specialist .....	43-6013.99	44-1414.52	44-6715.10	44-6715.10	44-6715.10
Tree Trimmer .....	46-0016.46	46-6417.09	47-2517.75	47-2517.75	47-2517.75
Utility Construction Lead Worker .....	45-8716.33	46-4816.96	47-4317.63	47-4317.63	47-4317.63

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Utility Laborer .....	43-7414.14	43-7414.14	43-7414.14	43-7414.14	43-7414.14
Waste Water Collection					
Lead Worker .....	45-8716.33	46-4816.96	47-4317.63	47-4317.63	47-4317.63
Waste Water Collection Worker .....	44-4414.52	44-6715.10	45-2715.71	45-2715.71	45-2715.71
Waste Water Treatment					
Plant Operator .....	47-0417.53	47-7218.23	48-3618.89	48-3618.89	48-3618.89
Workload Planner & Scheduler					
Assistant-Parks .....	47-3317.88	48-0918.61	48-8019.35	48-8019.35	48-8019.35

\*The Heating Plant Technician range will increase to a two-step range of \$17,26. and incumbent employees will be placed in the same step in the higher range as the lower range effective May 1, 1996.

\*\*Laborer pay rates effective 1/8/97: first step in effect on 1/7/97 becomes the new first step without a CPI increase. Regular employees in the first and second steps in effect on 1/7/97 receive the CPI increase on January 8, 1997 and are placed in the second or third step in the range and, if in the new second step, regular employees will complete six (6) months of service before progressing to the new third step.

J.1.42 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

J.2 General Working Rules - Effective upon signature of the agreement, Crew Chiefs shall not be assigned to do work commonly performed by employees covered by this Appendix the crews they supervise. As such, the Crew Chiefs shall may limit their work activity to demonstrations and to emergency situations use tools of the trade when reasonable and/or necessary, as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that he/she might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

J.2.1 Emergency situations shall be defined as periods when a crew is short of the required number of persons and when work must be performed in order to be prepared on time for an event or activity. A conscientious effort shall be made on the part of the Crew Chief on duty to secure an employee covered by this Appendix or a temporary employee to fill out the crew.

J.2.2 No employee shall be required to operate unsafe equipment or an unsafe vehicle. Upon determination or suspicion that a vehicle or equipment is unsafe, it must be reported to the supervisor immediately. Final determination of safety shall be made in accordance with Section 14.6.3.

J.2.2.1 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

- J.2.3 No individual shall be locked in a building without means of egress.
- J.2.4 Rubber boots, rain gear, rubber gloves and, if necessary, coveralls shall be supplied on an as-needed basis to employees covered by this Appendix whose job duties require work in sewers, mudholes, mudslides or areas which require the use by the employee of excessive amounts of water. Individuals employed by the Parks Department who clean outside rest rooms with power washing equipment shall be provided with rubber gloves and rubber boots. Individuals employed by the Engineering Sign Shop who steam clean signs shall be provided rubber gloves and rain gear. Such protective clothing or portions thereof shall be provided only when and for those whose job duties require such work, but shall not apply to individuals or jobs merely because of inclement weather. Such protective clothing shall be charged to the employee, who is to guarantee its return. In case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.
- J.2.5 Employees when actually engaged in the preparation, spraying or application of acids, pesticides and herbicides shall be furnished protective clothing, when the lack of said clothing would prove detrimental to the individual's health and safety. ~~Effective upon signing of this Agreement,~~ Said protective clothing shall include boots.
- J.2.6 Protective and specialized clothing shall continue to be provided per existing (September, 1980) Departmental practice for the duration of this Agreement.
- J.2.7 Cement Finishers when assigned to be in charge of two (2) or more Cement Finishers shall receive Senior Cement Finisher's pay. Effective September 1, 1989, Cement Finishers who are required to install or cut cobble stone, decorative brick or tile shall receive twenty-five cents (25¢) per hour in additional to their regular hourly rate of pay while so assigned. Senior Cement Finishers shall only receive their Senior rate of pay and shall not receive an additional twenty-five cents (25¢) per hour while so assigned.
- J.2.8 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.
- J.2.8.1 Any disagreement over the application of this provision shall be negotiated on a case-by-case basis.

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J.2.8.2 When deemed necessary by the City, the City may assign an employee to work outside of his/her classification. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the work out of class in question. Work out of class shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately work out of class. All regular full-time or regular part-time employees in an affected work crew shall be asked to work out of classification prior to any temporary employee. When an unforeseen situation arises which necessitates work out of class, the City may assign the first individual(s) it contacts for such work out of class.

J.2.9 Waste Water Collection/Sewer Certification Pay Provisions Affecting Engineering and/or Parks Department Employees:

J.2.9.1 Employees classified as ~~Laborer~~-Waste Water Collection Worker or as a Laborer-Pump Station Maintenance Helper who have acquired and who continue to maintain Level 1 certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program and who have reached the second Step of the Waste Water Collection or Pump Station Maintenance Helper assignment-level pay range shall be compensated at Step B and Step C by an additional two percent (2%) of the top Step of their base hourly pay range. For example, as of January 1, 1992, two percent (2%) of the top Step for the ~~Laborer~~-Waste Water Collection Worker and Laborer-Pump Station Maintenance Helper classifications would be twenty eight cents (28¢) [(\$13.95 x 2% = 28¢)]. The resultant combined rate of pay and certification would be thirteen dollars and sixty-nine cents (\$13.69) [(\$13.41 + \$0.28 = \$13.69)] at Step B and fourteen dollars and twenty-three cents (\$14.23) [(\$13.95 + \$0.28 = \$14.23)] at Step C. Certification Level I pay rates shall be recalculated in this manner whenever an adjustment is made to the top Step base pay rate for the ~~Laborer~~-Waste Water Collection Worker and Labor Pump Station Maintenance Helper classifications.

J.2.9.2 Employees classified as Waste Water Collection Lead Worker or as Laborer-Pump Station Maintenance who have acquired and who continue to maintain Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program shall be compensated by an additional two percent (2%) of the top Step of their base hourly pay range. The combined base rates and certification pay as of January 1, 1992 would be as follows:

Base Hourly Pay Rates for Waste Water Collection Lead Worker and Laborer-Pump Station Maintenance	\$14.51	\$15.07	\$15.66
Level II Certification	<u>.31</u>	<u>.31</u>	<u>.31</u>
Combined Pay Rates	\$14.82	\$15.38	\$15.97

Subsequent Level II Certification pay rates for Waste Water Collection Lead Worker and Laborer-Pump Station Maintenance shall reflect adjustments to their top Step base pay rates.

J.2.9.3 Employees classified as Sewer Maintenance Specialist who have acquired and who continue to maintain Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program shall be compensated an additional two percent (2%) of the top Step base pay rate currently in effect for Sewer Maintenance Specialist.

J.2.9.4 At such time as either the State of Washington or the City of Seattle shall require the certification described in Sections J.2.9.1., J.2.9.2. and J.2.9.3, as a condition of employment for any of the classifications cited in said Sections, any existing certification premium pay would be incorporated into base pay rates. Before implementing any such changes to the voluntary certification plan, the City shall notify the Union of the changes(s) and reason therefore and upon request, such change(s) and reason therefore shall be discussed with the Union.

J.3 A Laborer or Utility Laborer when assigned to operate certain riding mowers to mow any area including golf course greens (triplex greens mower, T-mower, or minimum 60-inch [cutting area] rotary mower or their equivalent replacements) shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Maintenance Laborer. (This Section does not apply to the golf courses.)

J.3.1 A Laborer, Utility Laborer, or Maintenance Laborer when assigned to the Ford 6610 or Tiger 75-horsepower tractor mower (or an equivalent replacement) shall, while so assigned be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Construction And Maintenance Equipment Operator.

J.3.2 Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.

J.4 Seattle Center Rules - Schedules shall be prepared and posted indicating the starting time for each employee for at least five (5) days in advance of the scheduled work day. Posted schedules shall consist of the schedule for the present work day and the following five (5) calendar days with the fifth day posted daily prior to 11:30 Aa.Mm. Any change in the starting time of an employee within the five (5) day posted schedule shall result in double time being paid for those hours worked prior to the scheduled starting hour as well as any hours worked in excess of eight (8) hours after the regular shift.

J.4.1 Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous day's regular shift; provided however, an employee who is required

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to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during said twelve (12) hour period. In applying this provision an employee who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits only; provided however, such benefits (sick leave and retirement) shall not be computed for any hours worked in excess of forty (40) per workweek.

- J.4.2 Adequate ventilation shall be supplied in any building where machines that admit nauseous or dangerous fumes are operating. The Technical Services Division must be notified sufficiently in advance prior to commencing to operate the equipment.
- J.4.3 The present practice of maintaining Seattle Center's rolling stock shall continue, including management's right to send out or contract to another party.
- J.4.4 The ice-making activity shall be under the jurisdiction of the Union. In the event additional help is required in making or preparing ice beyond that of the Ice Rink Specialists assigned to the task, an individual affiliated with the Union shall be assigned to the job. One (1) position designated and paid as an Ice Rink Specialist for six and one-half (6½) months starting September 15th of each year and ending March 31st of the next year. During the remaining term of this agreement, the Seattle Center will retain a consultant to meet with both parties and prepare a list of tasks that exactly define ice rink specialist work to be used by the parties in determining the need for future iterations of this clause.
- J.4.5 If flooding ice is required in an empty or unoccupied building at hours other than the regular work shift, one (1) employee covered by this Appendix shall be assigned this task. Arrangements shall be made for supervision to assure that the individual will be observed during the period of flooding in order to respond in the event of an accident.
- J.4.6 An employee shall be paid at the Maintenance Laborer rate of pay on a work-outside-of-classification basis per Section 5.9 for operating the bucket truck or utility boom truck.
- J.4.7 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights, e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs, but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on

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changing of light bulbs.

J.4.8 Effective upon signature of the agreement, at the Seattle Center, the City shall provide uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

J.5 Engineering Department Rules - Administrative directions shall be issued by the Engineering Department providing for protective clothing for such employees involved in cleaning deep sand boxes and catch basins when the conditions of employment reasonably require such protective clothing.

J.5.1 The Engineering Department shall provide coveralls on an as-needed basis for employees covered by this Appendix whose major duties involve working with asphalt emulsions. This provision shall apply to the Crack Pouring Crew, Casting Crew and Patching Crew.

J.5.2 When truck beds are raised for the purpose of sanding the streets and employees are required to ride in the back of the truck, there shall always be two (2) employees in the back of the truck.

J.5.3 Waste Water Collection Lead Worker and Laborer-Waste Water Collection Worker personnel who are required to work in live sewers four (4) feet deep or more, to repair sewer breaks, shall receive fifty cents (50¢) per hour in addition to their regular hourly rate of pay while so engaged.

J.5.4 Employees working in "live sewers" shall be supplied a "dry shack" for the purpose of washing up and eating their meals. An adequate number of coveralls shall be furnished to each such employee per week.

J.6 City Light Department Rules - City Light employees covered by this Appendix who are required by City Light to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees when so assigned shall receive additional compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

J.6.1 Laborers who are employed at City Light and who are called out on an emergency along with the City Light underground crew shall receive the same mileage reimbursement as the underground crew when using their own automobiles.

J.6.2 Laborers for all hours worked when assigned to the Right-of-Way crew at the Skagit project will be paid at the Utility Laborer rate of pay.

- J.6.3 Effective upon signature of the agreement, there will be two (2) pairs of leather-palmed, canvas-backed work gloves to each employee in Civil Construction (only) on a quartermaster type of basis (one every six months to be issued by management to employees active on payroll at the time and not issued through the Tool Room.)
- J.7 Water Department Rules - The time limit contained within Section 5.9 shall be extended to a period of eight (8) hours or longer when an individual who is employed at the Cedar River Water Shed works in a training capacity at the higher classification of Operator, Construction and Maintenance Equipment.
- J.8 Parks & Recreation Department Rules - Employees covered by this Appendix employed by the Parks and Recreation Department at the Jackson, Jefferson and/or West Seattle Golf Courses ~~as Golf Course Crew Chief, Maintenance Laborer, Utility Laborer, and Laborer~~ shall forego the first four (4) hour rest break of their eight (8) hour workday (consisting of fifteen [15] minutes) and combine it with the second four (4) hour rest break of their eight (8) hour workday (also consisting of fifteen [15] minutes) to make a total of one thirty (30) minute rest break for the entire eight (8) hour workday, to be taken during the second half of the eight (8) hour workday.
- J.8.1 Employees covered by this Appendix employed by the Parks And Recreation Department at Community Pools ~~as Pool Maintenance Lead Workers and Pool Maintenance Workers~~ shall forego the second fifteen (15) minute break of the day and combine it with their lunch break of thirty (30) minutes for a total lunch break of forty-five (45) minutes.
- J.8.2 A Laborer; Utility Laborer; or Maintenance Laborer when assigned to operate and use for loading and hauling a Parks Department tractor equivalent to a Kubota rotary with bucket (Equipment #8142) or a golf course tractor with a front-end loader attached and a bucket capacity of 1/4 yard or larger shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 at a rate equivalent to the classification of Parks Equipment Operator. (This Section does not apply to the golf courses.)
- J.8.3 Coveralls shall be furnished to employees assigned to work as Construction and Maintenance Equipment Operators in the Parks & Recreation Department.
- J.8.4 Effective upon signature of the agreement, regular riding mower operators (Maintenance Laborers) and regular Senior Golf Course Technicians, in order to protect themselves while performing minor maintenance work, shall be given one pair of coveralls for the duration of the agreement. Replacement of coveralls beyond the one pair may be made upon mutual agreement.
- J.8.5 Effective upon signature of the agreement, employees at Freeway Park who work

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at hazardous heights will be given appropriate safety training related to climbing.

J.9 Shift Premium - Effective January 01, 1994, an employee working within a classification identified within Section J.1 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

GRAVEYARD SHIFT

35¢ per hour

45¢ per hour

J.9.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

J.9.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M.. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

J.10 When a Heating Plant Technician works on the interior of boilers (fire siding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times his/her regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the form of pay or compensatory time; for example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining (4) hours of his/her shift at either the straight-time rate of pay at non-fire siding duties, or the double time rate for continued "fire siding" work and thus receive the equivalent of either twelve (12) hours or sixteen (16) hours straight-time pay, respectively, depending upon the circumstances for that eight (8) hour work period.

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APPENDIX "K"

SHEET METAL WORKERS, LOCAL NO. 66

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Sheet Metal Workers, Local No. 66, hereinafter referred to as the Union, for that period from January 01, 19925 through December 31, 19947. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

K.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u>	<u>STEP B</u>
	<u>00-06m</u>	<u>07 m +</u>
Sheet Metal Worker, Automotive .....	15.96\$17.46	16.59\$18.14

K.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	<u>STEP A</u>	<u>STEP B</u>
	<u>00-06m</u>	<u>07 m +</u>
Sheet Metal Worker, Automotive .....	17.46\$18.14	18.67

K.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article ~~14~~ 4.

K.2 Effective December 01, 19926, employees classified and working full-time as Sheet Metal Workers, Automotive who have completed their probationary period and have been employed by the City in the aforementioned classification for the entire preceding year, shall be paid a tool allowance in the amount of seventy-five one hundred forty-five dollars (\$75145.00). A like payment shall be made on the first pay date following a full pay period of in December 1993 and December 1994 of each year of this agreement under the same conditions as hereinbefore outlined.

The provision of the \$145.00 tool allowance is made with the understanding that Sheet Metal Workers, Automotive are not entitled to the Footwear allowance delineated in Article 14.11.

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APPENDIX "L"

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union Of Operating Engineers, Local No. 302, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

L.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY			
	STEP A 06-09m	STEP B 07-18m	STEP C 19-30m	STEP D 31m+
Crew Chief, Asphalt Paving	17-49	19.13	19.23	19.93
Supervisor, Asphalt Paving	18-59	20.33	19-28	21.09
Crew Chief, Construction & Repair	17-18	18.80	17-84	19.51
Crew Chief, Disposal I	17-49	19.13	18-23	19.93
Crew Chief, Disposal II	18-77	20.52	19-22	21.12
Crew Chief, Waste Water Collection	17-18	18.80	17-84	19.51
District Crew Chief, Waste Water Collection	18-59	20.33	19-28	21.09
Crew Chief, Street Maintenance	17-18	18.80	17-84	19.51
Street Maintenance Supervisor	18-59	20.33	19-28	21.09
Oiler-Rigger	12-69	14.44	13-17	14.99
Operator, Construction & Maintenance Equipment	16-32	17.84	16-97	18.56
Operator, Construction & Maintenance, Equipment, Senior	17-84	19.51	17-84	19.51

L.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

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HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31 m+	STEP E 43 m+
Crew Chief, Asphalt Paving	19.68	20.51	21.30	22.10	22.90
Supervisor, Asphalt Paving	20.92	21.70	22.55	23.44	24.34
Crew Chief, Construction & Repair	19.35	20.08	20.92	21.76	22.60
Crew Chief, Disposal I	19.68	20.51	21.30	22.10	22.90
Crew Chief, Disposal II	21.12	21.91	22.76	23.60	24.44
Crew Chief, Waste Water Collection	19.35	20.08	20.92	21.76	22.60
District Crew Chief, Waste Water Collection	20.92	21.70	22.55	23.44	24.34
Crew Chief, Street Maintenance	19.35	20.08	20.92	21.76	22.60
Street Maintenance Supervisor	20.92	21.70	22.55	23.44	24.34
Oiler-Rigger	14.86	15.42	16.00	16.58	17.16
Operator, Construction & Maintenance Equipment*	17.65	18.36	19.10	19.84	20.58
Operator, Construction & Maintenance, Equipment, Senior	20.08	20.08	20.08	20.08	20.08

\*To be effective upon signature of agreement.

- L.1.42 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.
- L.2 Operator, Asphalt Planer-Burner Premium - When an employee is assigned the duties of an "Operator Asphalt Planer - Burner," he/she shall be compensated a premium of two dollars and fifteen cents (\$2.15) for each day so assigned.
- L.3 Employees classified as "Operator, Construction and Maintenance Equipment" who operate equipment in the Solid Waste Utility transfer stations and on the Solid Waste Utility landfills shall be paid at the "Operator, Construction and Maintenance Equipment, Senior" rate of pay.
- L.4 Water Department Standby Roster Rule - Employees on the Water Department Standby Roster who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions shall receive a compensatory time benefit as follows:

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Conditions - (1) The employee is required to work in excess of eight (8) hours on an overtime basis; and (2) the employee's next regularly scheduled shift begins within eight (8) hours of being released from overtime; and (3) the employee must have worked a total of sixteen (16) hours within the twenty-four (24) hour period commencing at the beginning of his/her preceding regular shift.

Compensatory Time Benefit:

For each overtime hour worked in excess of eight (8) overtime hours, under the conditions hereinbefore set forth, the employee shall accrue one (1) hour of compensatory time which must be used at the beginning of or during the employee's next regular shift which commences within eight (8) hours of being released from the overtime work. At the employee's option, such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Water Department, or the designated Manager in other City departments, or his/her designee, the employee may be required to return to work. Such compensatory time shall be earned in addition to the normal overtime rate of pay.

- L.5 Coveralls shall be furnished to all Oiler-Riggers and Construction and Maintenance Equipment Operators.
- L.6 The City shall retain the right to assign new equipment. If a dispute arises pertaining to the assignment of new equipment, the City and the affected Unions shall meet to settle the dispute according to Section 16.2. Such settlement shall not preclude assignment of work out of class per Section 5.9.
- L.7 ~~The City and the Union shall develop a safety and operator training program for employees who are assigned to temporary duty on a work out of class basis as Construction and Maintenance Equipment Operators by no later than December 31, 1992. The City shall provide the trainer, equipment and facilities for such off-hour training. Interested employees may participate in such training on a voluntary basis on their own time. The City shall provide the Union with the total number of out-of-class hours worked on a six-month basis for each department where the Union represents employees.~~
- L.7.1 The following equipment shall be classified by the City as CMEO-assigned equipment and shall be paid at the CMEO pay rate(s):

- |  |   |
|--|---|
| *Backhoe with bucket 1/16 yard or larger | Flail/Slope Mowers                        |
| *Box Scraper attachment                  | *Rear or Center mount blade               |
| *Front Loader - 1/4 yard or larger       | Ford 6610 Tractor                         |
| Bull Dozers - all                        | Asphalt Rotc-Grinder (Sr. CMEO)           |
| Motor Patrol (Graders) - all             | *Boom Trucks (Sr. CMEO)                   |
| Mobile Street Sweepers                   | Paving Machines (Sr. CMEO)                |
| Rollers/Compactors                       | Revolving Truck-mounted Cranes (Sr. CMEO) |

Track Backhoe (Sr. CMEO)

Tiger 75 - horsepower tractor mower (or an equivalent replacement)

\*Local 302 acknowledges historical past practice of other bargaining unit utilizing some of the equipment and/or attachments named above and will not claim this jurisdiction.

- L.7.2 The Parks Department, Labor Relations and Union will meet during the remaining term of the agreement to discuss the criteria of horsepower, yardage capacity (of equipment), the use and purposes (of the equipment and attachments), and other related criteria to decide whether other equipment can be added to the above list defining CMEO-assigned or paid equipment. The signature of the letter of agreement prior to expiration date of the JCC labor agreement will determine the effective date of implementation.
- L.8 Should the City require Waste Water Crew Chiefs to obtain a level III certification based upon legal mandates, during the duration of the contract, the City will discuss an adjustment in wage premiums with the Union at that time.
- L.9 When a Crew Chief II (Senior) cannot respond to an emergency call during non-regular working hours, and a Crew Chief I is required to respond, the Crew Chief I shall be paid the Crew Chief II rate of pay for the first two (2) hours unless the incident requires additional Crew Chief II hours of work in exceptional circumstances as determined by management.
- L.10 All regularly appointed Crew Chiefs shall be paid at a step in the Crew Chief range above the wage of the highest paid employee under their supervision.
- L.11 Regular full-time Construction and Maintenance Equipment Operators and Crew Chiefs shall have the first right of refusal for scheduled overtime within the work unit and shift prior to assignment of overtime to an out-of-class employee. When overtime, whether scheduled or unscheduled, is required to complete a specific work assignment that is currently being performed by an out-of-class Construction and Maintenance Equipment Operator or Crew Chief, that overtime may be assigned to the out-of-class employee.
- L.12 The Senior Construction and Maintenance Equipment Operator position assigned to maintain and monitor the solid waste landfills shall receive appropriate work out of class if so qualified when required to perform gasification, leachate, confined space, or excavation and repair of manfolds.
- L.13 Hazardous Wastes - When a job site has been determined to contain potential hazardous waste materials as defined by local and national guideline, the City shall meet all requirements of NIOSH/OSHA/WISHA/EPA or other laws pertaining to site specific education, training, and safety requirements. If questions arise regarding potential hazardous materials on a projected work site, the City shall take reasonable precautions prior to any work assignments.

L.14 Shift Premium - Upon signature date of the agreement, an employee working within a classification identified within Section L.1.1 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 premium pay for all scheduled hours worked during such shift:

SWING SHIFT

GRAVEYARD SHIFT

35¢ per hour

45¢ per hour

L.14.1 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

L.14.2 The swing shift period shall encompass the hours from 4:00 P.M. to 11:59 P.M. The graveyard shift period shall encompass the hours from Midnight to 8:00 A.M.

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APPENDIX "M"

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL NO. 767-M

This APPENDIX is supplemental to that Agreement by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union Of Graphic Communications International Union, Local No. 767-M, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

M.1 Effective ~~January 01, 1992~~ December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Duplicating/Printing Equipment Operator	42.43\$13.27	42.57\$13.74	43.94\$14.26	43.56\$14.83	44.09\$15.41
Duplicating/Printing Equipment Operator, Sr	43.04\$14.26	43.56\$14.83	44.09\$15.41	44.62\$15.99	45.18\$16.61
Prepress Technician	43.04\$14.26	43.56\$14.83	44.09\$15.41	44.62\$15.99	45.18\$16.61
Bindery Worker	41.26\$12.32	41.67\$12.76	42.43\$13.27	42.57\$13.74	43.94\$14.26
Bindery Worker, Senior	42.57\$13.74	43.04\$14.26	43.56\$14.83	44.09\$15.41	44.62\$15.99
<sup>2</sup> Duplicating/Printing Equipment Operator, Apprentice	67% of Duplicating Equipment Operator entry rate of pay from 00 - 06 months 71% of Duplicating Equipment Operator entry rate of pay from 07 - 12 months 75% of Duplicating Equipment Operator entry rate of pay from 13 - 18 months 79% of Duplicating Equipment Operator entry rate of pay from 19 - 24 months 83% of Duplicating Equipment Operator entry rate of pay from 25 - 30 months 87% of Duplicating Equipment Operator entry rate of pay from 31 - 36 months 91% of Duplicating Equipment Operator entry rate of pay from 37 - 42 months				

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95% of Duplicating Equipment Operator entry rate of pay from 43 months +

**M.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Printing Equipment Operator . . .	13.27	13.65	13.74	14.14	14.26
Printing Equipment Operator, Sr.	14.67	14.83	15.26	15.41	15.86
Prepress Technician . . . . .	14.26	14.67	14.83	15.26	15.41
Bindery Worker . . . . .	12.32	12.68	12.76	13.13	13.27
Bindery Worker, Senior . . . . .	13.74	14.14	14.26	14.67	15.07
Duplicating Printing Equipment Operator, Apprentice . . . . .	67% of Duplicating Equipment Operator entry rate of pay from 00 - 06 months				
	71% of Duplicating Equipment Operator entry rate of pay from 07 - 12 months				
	75% of Duplicating Equipment Operator entry rate of pay from 13 - 18 months				
	79% of Duplicating Equipment Operator entry rate of pay from 19 - 24 months				
	83% of Duplicating Equipment Operator entry rate of pay from 25 - 30 months				
	87% of Duplicating Equipment Operator entry rate of pay from 31 - 36 months				
	91% of Duplicating Equipment Operator entry rate of pay from 37 - 42 months				
	95% of Duplicating Equipment Operator entry rate of pay from 43 months +				

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**M.1.12** Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.4.

**M.2** ~~Effective upon signing this Agreement,~~ An employee assigned to operate the two-color, 35" or over Heidelberg press or its equivalent at the Department of Administrative Services shall be paid an additional fifty cents (50¢) per hour for the

first 1040 hours so assigned; one dollar (\$1.00) per hour for the next 1040 hours; one dollar, fifty cents (\$1.50) per hour for the next 1040 hours; and two dollars (\$2.00) for the next 1040 hours; two dollars and fifty cents (\$2.50) for the next 1040 hours; and three dollars (\$3.00) thereafter.

- M.3 Meal Period - Notwithstanding the provisions of Section 5.1.1, employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. 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) consecutive hours from the commencement of his/her regular shift without being provided a meal period, the employee shall either, at the discretion of supervision, be afforded a meal period at the first available opportunity during working hours without compensation, or continue working through eight (8) consecutive hours.
- M.4 All requests to work overtime shall be made at least two (2) hours prior to the end of the shift when possible and practical.
- M.5 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the supervisor, in the form of compensatory time.
- M.6 Notwithstanding the provisions of Sections 17.3 and 17.4, the Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees and are not subject to the grievance procedure of this Agreement.
- M.7 The employees covered by this Appendix 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 brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in their personal files are permitted to insert material relating to the challenge.
- M.8 Disciplinary Warning - Whenever an employee is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.
- M.9 Coveralls, shop aprons, and/or bib overall if currently provided by the departments shall continue to be provided per existing departmental practice throughout the

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duration of this Agreement.

M.10 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

M.11 At such time as a shift other than a regular day shift is established on a permanent basis, the Union reserves the right to bargain over the rate of pay for such shift.

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**APPENDIX "N"**

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 104**

This APPENDIX is supplemental to that Agreement by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

**N.1** Effective ~~January 01, 1992~~ **December 28, 1994**, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY	
	STEP A 00-06m	STEP B 07 m+
Bridge Maintenance, Mechanical Helper .....	42.80	\$14.00
Fabricator, Metal .....	47.47	19.35
Crew Chief, Metal Fabricator .....	48.50	20.23
Mechanic, Bridge Maintenance .....	47.47	19.35
Mechanic, Senior Crew Chief Bridge Maintenance .....	48.50	20.23
Riser Maintenance Specialist .....	46.75	18.32

**N.1.1** Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY	
	STEP A 00-06m	STEP B 07 m+
Bridge Maintenance, Mechanical Helper .....	44.00	\$14.41
Fabricator, Metal .....	49.35	19.91
Crew Chief, Metal Fabricator .....	20.23	20.82
Mechanic, Bridge Maintenance .....	45	19.91

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Mechanic, Crew Chief Bridge Maintenance .....	20.2320.82	21.0721.68
Riser Maintenance Specialist .....	49.3218.85	49.0419.59

N.1.42 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV4.

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APPENDIX "O"

**PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239, SECURITY OFFICERS**

This APPENDIX is supplemental to that AGREEMENT by and between The City Of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, Security Officers, hereinafter referred to as the Union, for that period from January 01, 1996 through December 31, 1997. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

Q.1 Effective December 28, 1994, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	STEP A 00-06m	STEP B 07-18 m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Security Officer .....	\$11.82	\$12.32	\$12.76	\$12.76	\$12.76
Security Officer, Senior .....	13.00	13.53	13.99	13.99	13.99
Supervising Security Officer .....	14.26	14.83	15.41	15.99	16.61

Q.1.1 Effective December 27, 1995, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	STEP A 00-06m	STEP B 07-18 m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Security Officer .....	\$11.82	\$12.16	\$12.68	\$13.13	\$13.13
Security Officer, Senior .....	13.00	13.38	13.92	14.40	14.40
Supervising Security Officer .....	14.26	14.67	15.26	15.86	16.45

Q.1.2 Assignment of the appropriate Hourly Rates Of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article IV.

Q.2 In lieu of Sections 5.1, 5.2, 5.2.1, 5.2.2, 5.3 and 5.5, the employee working in the position at Seattle Center designated Supervising Security Officer shall, subject to the guidance and approval of Seattle Center management, make such adjustments in his/her normal daily work hours as may be required to fulfill his/her job responsibilities; provided, however, the said necessary adjustments shall be made

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insofar as Seattle Center management deems feasible within the normal forty (40) hours allowed per payroll workweek without overtime compensation. For example, in order to fulfill his/her supervisory responsibilities, the Supervising Security Officer may need to schedule himself/herself or be scheduled by Seattle Center management on a given workday to begin work before his/her regularly scheduled starting time, to extend his/her regularly scheduled shift, or to participate in a staff meeting held outside his/her regularly scheduled shift hours. The extra hours worked would be adjusted, subject to Seattle Center management approval, by scheduling equivalent hours off within the same workweek.

- Q.3 Turnaround time shall be recognized as the twelve (12) hour period immediately following the termination of the employee's previous day's regular shift. An employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during this twelve (12) hour period, not to include training. In applying this provision, a regular employee or temporary who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits.
- Q.4 In lieu of Section 6.1.1, whenever any paid holiday falls on an employee's regularly scheduled day/days off, either the day before or the day after the employee's scheduled day/days off may be recognized as the paid holiday, or, the department may elect to pay the employee for the holiday(s) at the regular straight-time rate of pay. Payment shall be made only once per affected employee for any one holiday.
- Q.5 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.
- Q.6 Effective upon signing this Agreement, current employees who do not have a Special Police Commission will be required to apply for such Commission. Current employees who apply for and cannot get such Commission during or after their probationary period will not be expected to get such Commission. However, all new hires upon signature date of this Agreement will be required to get such Commission during their probationary period.
- Q.7 Uniforms - Sections O.7, O.7.1, O.7.2, O.7.3, and O.7.4 are in lieu of Sections 14.11 and 14.12; notwithstanding Section 1.2, Sections O.7, O.7.1, O.7.2, O.7.3, and O.7.4 apply to temporary Security Officers and temporary Senior Security Officers; each employee covered by this Agreement and classified as Security Officer, Senior Security Officer, and Supervising Security Officer shall purchase uniforms in accordance with City standards and shall maintain uniforms in a manner that meets the standards established by the Seattle Center, and the City shall, consistent with existing practice, provide for the cleaning of such uniforms.
- Q.7.1 If pith helmets and white gloves are required, said items will be furnished by the City

at no cost to the employee.

- O.7.2 Effective January 1, 1992-1996, for purposes of purchasing, replacing and maintaining uniforms and/or as reimbursement for the cost of purchasing protective or other specified footwear when such footwear is required by the City, the City shall pay newly hired employees \$250 maximum reimbursement after six (6) months of employment. Employees will receive a \$50 maximum reimbursement for a major uniform change to be effective July 1, 1995. Employees will have until February 1, 1997, to transition to the new uniform. Thereafter, Employees will receive a \$250 maximum reimbursement if/when a major change in the uniform occurs. The department will notify employees at least ninety (90) days before such change is made. Employees (except new hires in the first year) shall receive an annual \$200 maximum reimbursement for expenses incurred during each calendar year.
- O.7.3 The Seattle Center shall provide the following articles of the uniform: Hat, coat, badges, patches, keepers, duty belt, whistle chain, name tag, radio holder, bicycle gear, key keeper, flashlight holder, mini-flashlight, mace, mace holder, mini-mag holder, and collar brass.
- O.7.4 Upon leaving Seattle Center employment as a Security Officer, Senior Security Officer, or Supervisory Security Officer, the employee will return the articles of the uniform provided by the Seattle Center, and any articles of the uniform the employee purchased and was reimbursed for in the six months prior to departure.
- O.7.5 All reimbursements above are maximum amounts and noncumulative. The maximum amount, if not spent, cannot be carried over to a later time frame. Requests for reimbursement shall be accompanied by a receipt showing the amount and place of purchase.
- O.7.6 All reimbursements above are based on purchased and replaced uniform items being approved by the Seattle Center Department and the employee providing proof of purchase for items to the department. Items may be purchased from any source as long as items are subject to the approval of the department.
- O.8 Whenever an employee, covered by this Agreement, is given a warning letter, a copy of said letter shall be transmitted to the Union, if requested by the employee.
- O.9 Seattle Center will ~~conduct qualification~~ provide appropriate educational and training opportunities for the security staff on a continuing basis. Training subjects will include, but not be limited to, self-defense, first-aid and conflict resolution. The scope and the number of hours devoted to training will be determined by Seattle Center after discussion with the Union.
- O.10 When transporting more than \$500 off of the Seattle Center grounds, a Security Officer in charge will be accompanied by a Police Officer, if available, or by another

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Security Officer, if a Police Officer is not available. (However, the present practice for one Security Officer to accompany the Parking Attendant when transporting money to the bank shall continue.)

Q.11 Effective January 1, 1994, employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

SWING SHIFT

35¢ per hour

GRAVEYARD SHIFT

45¢ per hour

Swing shift shall normally begin at 3:00 p.m. and graveyard shift shall normally begin at 11:00 p.m.

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

Q.12 The City and the Union reserve the right to open this agreement for the purposes of negotiating on the issue of safety.

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# City of Seattle

Executive Department—Office of Management and Planning

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

May 15, 1996

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

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

REQUESTING  
DEPARTMENT: Personnel Department

SUBJECT: AN ORDINANCE authorizing a collective bargaining agreement between The City of Seattle and Joint Crafts Council, effective through December 31, 1997; and providing payment therefor.

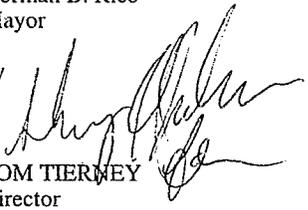
Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

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

Sincerely,

Norman B. Rice  
Mayor

by

  
TOM TIERNEY  
Director

h:\admin\legis\law\trs\john5

Enclosure

*Approved as to form only*  
*96-147*  
*5/17/96*  


COPY RECEIVED  
96 MAY 15 PM 3:01  
SEATTLE CITY ATTORNEY

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TIME AND DATE STAMP

**SPONSORSHIP**

*Tom Mark*

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**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO:

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PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

69521  
City of Seattle, City Clerk

-ss.

No. ORDINANCE TI

City of Seattle

TITLE-ONLY PUBLICATION

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

ORDINANCE NO. 118165

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

ORDINANCE NO. 118166

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

ORDINANCE NO. 118167

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

ORDINANCE NO. 118169

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

ORDINANCE NO. 118170

Changing existing salaries and providing payment therefor.

Publication ordered by JUDITH PIP-PIN, City Clerk.

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

Affidavit of Publication

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

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

CTOT: 118165-118170

was published on

06/26/96

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

Subscribed and sworn to before me on

06/27/96

Notary Public for the State of Washington, residing in Seattle

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