Ordinance No. 121888

115334

AN ORDINANCE conditionally authorizing the Mayor to sign and/or execute individual collective bargaining agreements by and between the City of Seattle and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2007; and providing payment therefor.

CF No.

Date Introduced: AUG - 1 2005	
Date 1st Referred: AUG - 1 2005	To: (committee) Government Affairs & Labor
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 8-8-05	Full Council Vote: 9-0
Date Presented to Mayor: 8-9-05	Date Approved: 8/16/05
Date Returned to City Clerk: 8/17/05	Date Published: 4pg. T.O. ✓ F.T.
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Jan Drago

Councilmember

Committee Action:

Do Pass 3-0 JD, Rm, JC

8-8-05 Passed 9-0

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

Law Department

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

Norma McKinney/David Bracilano
PERSCoalitionTentativeAgreement2005-2007
July 13, 2005
Version #2

ORDINANCE 121888

AN ORDINANCE conditionally authorizing the Mayor to sign and/or execute individual collective bargaining agreements by and between the City of Seattle and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2007; and providing payment therefor.

WHEREAS, collective bargaining agreements between the City of Seattle and representatives of certain City employees expired as of December 31, 2004; and

WHEREAS, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inlandboatmen's Union of the Pacific; the International Federation of Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the Graphic Communications International Union, Local 767-M; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the Seattle Police Dispatchers' Guild; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21 and Local 2083; the Joint Crafts Council; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Pacific Northwest Regional Council of Carpenters; and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 formed a coalition, herein referred to as the "Coalition of City Unions" to collectively negotiate wages, health care, retirement and other conditions of employment with the City of Seattle; and

WHEREAS, collective bargaining between the City of Seattle and the Coalition of City Unions has led to an agreement concerning wages, health care benefits, retirement benefits and other conditions of employment as specified in a Tentative Agreement;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As used in this ordinance, the following terms shall have the following meanings:

CITY CLERK

"COLLECTIVE BARGAINING AGREEMENTS" means the collective bargaining agreements and memoranda of agreement by and between the City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 32 - Seattle Public Utilities Titles, Crew Chiefs, Plumbers and Plumber Crew Chiefs; the Public Service & Industrial Employees, Local 1239 – Recreation Unit; the International Federation of Professional and Technical Engineers, Local 17 - Technical, Professional, Senior Business, Senior Professional, and Administrative Services Units; the International Federation of Professional and Technical Engineers, Local 17 - Probation Counselors; the International Federation of Professional and Technical Engineers, Local 17, Information Technology Professionals unit; the Seattle Police Dispatchers' Guild; the International Brotherhood of Teamsters, Local 763 - Municipal Court Service Employees; the International Brotherhood of Teamsters, Local 117 - Community Service Officers and Evidence Warehouser Units; the International Brotherhood of Teamsters, Local 117 – Admissions Personnel Unit; the Joint Crafts Council; the Washington State Council of County and City Employees, Local 21 - Truck Drivers and Dispatchers, and Janitorial units; the Washington State Council of County and City Employees, Local 21P, Parking Enforcement Officers; the Washington State Council of County and City Employees, Council 2, Local 2083 – Seattle Public Library Employees and General and Security Officer units; and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600.

"COALITION OF CITY UNIONS" means the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inlandboatmen's Union of the

DHS CITY CLERK

Pacific; the International Federation of Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the Graphic Communications International Union, Local 767-M; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the Seattle Police Dispatchers' Guild; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21 and Local 2083; the Joint Crafts Council; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Pacific Northwest Regional Council of Carpenters and the Seattle Municipal Court Marshals' Guild; International Union of Police Associations, Local 600.

Section 2. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute individual Collective Bargaining Agreements by and between the City and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2007, provided: each Collective Bargaining Agreement is consistent with the financial terms of the Coordinated Bargaining Tentative Agreement Between the City of Seattle and the Coalition of City Unions attached hereto; the Collective Bargaining Agreement has been ratified by the Union which is a party to the agreement being signed; and has been ratified by the City Council by resolution.

THIS CITY CLERK

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

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

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

Passed by the City Council the 8th day of August, 2005, and signed by me in open session in authentication of its passage this 8th day of August, 2005.

Kan Drago
President _____ of the City Council

Approved by me this 16th day of August, 2005.

Gregory J. Nickels, Mayor

Filed by me this 17th day of Aug., 2005.

Judith E. Pippin
City Clerk

(Seal)

Attachment 1: Coordinated Bargaining Tentative Agreement Between the City of Seattle and the Coalition of City Unions

THIS CITY CLERK

ord 121888
Res 30835

AGREEMENT

by and between

THE CITY OF SEATTLE

and

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL 1239

UNIT:

RECREATION LEADERS, RECREATION ATTENDANTS AND LIFEGUARDS IN THE SEATTLE DEPARTMENT OF PARKS AND RECREATION

Effective through December 31, 2007

FILED
CITY OF SEATTLE
2006 MAR 15 PM 3:06
CITY CLERK

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL 1239

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (hereinafter called the City) and Public Service and Industrial Employees, Local 1239 (hereinafter called the Union), for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in the Seattle Department of Parks and Recreation in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative pursuant to Public Employment Relations Commission decision #3664-PECB.

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

1.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3664-PECB and Appendix B and excluding supervisors, confidential employees, and all other employees of the City. Employees in the job titles of the bargaining unit as defined shall be employed subject to the terms and conditions of this Agreement.

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 Civil 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, for seasonal activities, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a budgeted 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 budgeted position

for a short 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, temporary employees who have worked at least one hundred forty-four (144) hours in a calendar year shall be subject to the terms and conditions of this Agreement as follows, beginning with the first day of the pay period following the attainment of this threshold number of hours: 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 (only applies if Temporary Employees are benefited); 1.2.6; 1.2.7; 1.2.8 (only applies if Temporary Employees are benefited); 1.2.9; 1.2.10; 1.2.11; 1.2.12; 1.2.13; 1.2.14; Article 3, Union Dues; Sections 4.1; 4.1.1; 4.1.2; 4.1.3; 4.2.10; Article 5 (except Sections 5.4; 5.6; 5.7; 5.8); Section 14.1; 14.6; and Article 20, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

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; provided, however, at the discretion of the department director, and under the authority of special ordinance allowing same, temporary employees in the job titles covered by this Agreement may be hired in at any one of the steps of the salary range applicable to the title.

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	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour +	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

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.

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 Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay - - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

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

1. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

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

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

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

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

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

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, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

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

1.2.9 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.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City shall not use temporary employees to supplant regular 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 regular positions.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular 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).

1.2.12 A temporary employee who has worked 916 straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

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

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

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 upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions, and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

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 that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs; adult training and or employment programs; vocational rehabilitation programs; work-study and student-intern programs; court-ordered community service programs; programs to employ developmentally disabled or severely, physically disabled persons known as the "special employment program"; 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 that involves the performance of bargaining unit work within the department beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is assigned to work out of class 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 he or she is regularly appointed to the position.

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, gender identity, veteran status, 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.

2.1.2 Disputes involving this Article must be processed through the appropriate local, state, or federal agency. Such disputes shall not be subject to the grievance procedure contained within this Agreement.

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. Any employee hired or permanently assigned into a bargaining unit position on or after signing of this Agreement shall, on or before the thirtieth (30th) day following the beginning of such employment, join the Union or pay an amount equivalent to the regular monthly dues of the Union. Failure by any such employee to apply for and/or maintain such membership or pay an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided, however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee or the regular dues uniformly required by the Union of its members as a service fee.

3.1.1 The Union service fee shall be payable under the terms of this Article beginning with the thirty-first (31st) day following the employee's first date of employment or, for temporary employees, commencing with coverage by this Agreement pursuant to Section 1.2. 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 first day of the pay period beginning after the employee has worked one hundred forty-four (144) hours in the bargaining unit in the calendar year.

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 III, 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 that is overdue. Upon receipt of the Union's request, the affected department head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations, that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

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 for the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

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 arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee 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 Appendix "A" and "B" attached hereto and made a part of this Agreement.

4.1.1 Effective December 29, 2004, the base wage rates, as displayed in the Appendices of this Agreement, reflect an increase of 2.5%.

4.1.2 Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

4.1.3 Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

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

4.1.5 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.

4.1.6 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 Appendix "A" and Appendix "B" attached hereto; provided however, appointment may be at a higher step at the discretion of the department director, as allowed by ordinance.

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 temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 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.

4.2.3 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.

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

4.2.5 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.

4.2.6 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; 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". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.7 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:

A. 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.

B. 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.

4.2.8 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.

4.2.9 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.

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

ARTICLE 5 -- HOURS OF WORK AND OVERTIME

5.1 For all hours worked in excess of forty (40) in a work week, an employee shall be paid at a rate one and one-half (1 1/2) times the base hourly rate of his/her job title. The seven-day work week shall be defined as beginning on Wednesday and ending at midnight seven days later on Tuesday. Other work weeks of seven consecutive twenty-four (24) hour periods may be defined to accommodate specified schedules, but must be defined as such in writing to the employee. There shall be two (2) consecutive days off in a row for regular fulltime employees unless mutually agreed upon by both the employee and the supervisor.

5.1.1 Meal Period - Employees scheduled to work at least a six (6) hour shift shall receive a meal period that shall normally commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation.

For a shift of six (6) hours, upon request of an employee and agreement by the supervisor, the shift may be scheduled without a meal period.

Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked shall be compensated. In no event will meal periods be scheduled at the end of a shift.

5.1.2 Rest Breaks - Employees scheduled to work at least a seven (7) hour shift 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.

Employees scheduled to work at least a four (4) hour, but less than seven (7) hour shift shall receive one fifteen (15) minute rest break during the shift if no meal period as provided for in 5.1.1 is scheduled to be taken.

5.1.3 Where work conditions require continuous staffing throughout a work shift for seven (7) 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 Nothing herein shall be construed to guarantee any employee a number of hours of work.

5.3 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 original itemized receipt from the establishment 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 ten dollars ($10.00) in lieu of reimbursement for the meal.

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

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

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

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

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

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

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

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

5.4 Compensatory Time off in Lieu of Overtime Pay

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

B. Earned compensatory time may be scheduled off by mutual agreement of the employee and his/her supervisor.

C. The department will develop a policy to determine the maximum amount of compensatory time that may be accumulated. Such policy may also set a date or time period by which compensatory time will be used and if not used that it will be paid for at the prescribed rate.

5.5 Notwithstanding the other Sections of this Article, the department may, following consultation and agreement with the Union, implement a four (4) day, forty (40) hour work week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.5.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, 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.

5.5.2 Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 6.1.2. and 6.2.

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

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

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

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

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

5.6 Work Outside of Classification - 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) consecutively scheduled work hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisory employee in the line of organization least at the level of Recreation Coordinator, manager, or director directly above the position that is being filled out of class 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. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any 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 layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any position, the City shall notify the Union that represents the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being performed 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.

5.6.1 The practice of no out-of-class pay for paid leave will continue.

5.6.2 Effective January 06, 1999, Recreation Attendants, when assigned the monitoring of facilities in the absence of a higher-level supervisor for three (3) consecutive hours or more shall be paid an additional hourly premium pay of one dollar ($1.00) per hour while so assigned.

5.6.3 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 the employee previously or normally holds. 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.

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

5.6.5 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.

5.6.6 The department 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.

5.6.7 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.

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

Swing Shift	Graveyard Shift
$0.35 per hour	$0.45 per hour

The above swing shift differential shall be due for a ten-hour shift beginning at 2:00 p.m., or later.

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

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

5.8 Stand-by Time for Overnights - Upon management approval when staff members show up to go on an overnight, they will get paid either regular time, overtime or standby pay excluding meal breaks until they leave to go home after the program ends. Each employee will review each program with their Supervisor to agree on pay parameters and discuss them prior to the overnight event.

5.8.1 Employees working overnights should be given breakfast, lunch, and dinner breaks, up to one hour each in length.

5.8.2 Employees who are placed on Standby Duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay.

ARTICLE 6 -- HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday In November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays	

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. The Personal Holiday shall be used during the calendar yearas a regular holiday. Use of the Personal Holiday shall be requested in advance. 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 notice 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) hours' 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 department, 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.

ARTICLE 7 -- ANNUAL VACATIONS

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

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

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

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

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

7.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) 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 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or at the discretion of the department head, such lesser amount as may be approved by the department head.

7.8 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.

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

7.10 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. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

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 more than forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

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

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

C. Medical or dental appointments for the employee;

D. Care of 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 a loss of accumulated sick leave. An employee reinstated or reemployed 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 shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Personnel Director or his 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:

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

B. Off work on a holiday;

C. This provision shall not prevent the taking of sick leave by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional;

D. 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 notify the immediate supervisor as far as possible in advance of the scheduled time to report for work, particularly where a relief replacement is necessary when the employee is absent.

8.1.8.2 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability,however, if it is physically impossible to give the required notice on the first day, notice shall be 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 of time. The necessary forms shall be available to the employee through his/her department supervisor.

8.1.8.4 Claims To Be In 15 Minute Increments - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an 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.

8.1.8.7 Wellness Incentive Program – Employees who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.) This program shall expire on December 31, 2007 unless otherwise mutually agreed to by the parties.

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 therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application, the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, 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 City Ordinance 114648. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of Ordinance 114648 for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided for in Section 8.2. In the event Ordinance 114648 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 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:

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

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

The "day" shall be no more than the equivalent of the number of hours the employee is scheduled to work that day but in no event more than eight (8) hours.

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 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 or other paid leave 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid 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 eighty percent (80%) rate; or (2) if no sick leave vacation, or other paid 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 that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and

employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, 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 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

9.3 Any employee eligible for the benefits provided by 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 44, as now or hereinafter amended.

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

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

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 or voluntary reduction, 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.

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

10.4.5 The names of regular employees who have been reverted for purposes of reemployment 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.

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

their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.7 An employee whose name is on a valid Reversion Recall List 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.

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

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

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

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

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

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

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

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

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

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

(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, trial service 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) above 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.

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 reduction, if the request is concurred in by the appointing authority and is approved by the Personnel Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

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

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

11.3.2 In a given class in a department, the following shall be the order of layoff:

(1) Interim appointees

(2) Temporary or intermittent employees not earning service credit.

(3) Probationary employees*

(4) Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)

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

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

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

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

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

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) 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 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

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

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

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

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

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

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

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

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

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

(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 the employee 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.

11.5.1 No service credit shall be given:

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

11.6 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.

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

12.1 Effective January 01, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventative as self-insured plans, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2005. 2006, 2007, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

12.1.1 For calendar years 2006 and 2007, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

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

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

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the 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.

12.2.2 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.

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

12.3 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.

12.3.1 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.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2001 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 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memoradum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 -- RETIREMENT

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

ARTICLE 14 -- GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is forty and a half cents (40.5¢) 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 shall be adjusted up or down to reflect the then current rate.

14.1.2 An employee who after reporting for work is required to use his/her own automobile for transportation to conduct City business at another job site, shall be due, upon request, the mileage reimbursement in Section 14.1, provided reimbursement is not paid from any other source. This provision shall not apply to split site facilities.

14.2 Union Visitation - Representatives of the Union may, after notifying the City Official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time 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. 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 stated herein.

14.3 Union Shop Stewards - The Union may appoint a reasonable number of shop stewards. Immediately after appointment of its shop steward(s), the Union must furnish the City Personnel Office and the Department of Parks and Recreation 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 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 be regular employees and shall perform their regular duties as such but shall function as the Union's

representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.3.1 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.

14.4 The amount of City time used for the purposes of Sections 14.2 and 14.3 shall be limited to that work time necessary to investigate resolution of the issue such as meeting with management officials or observance of working conditions that are subject to a complaint or grievance. Shop stewards may not leave their work site or abandon their job duties for these purposes without prior approval of their supervisor.

14.5 Where allowable and after prior arrangements have been made, the City may make available to the Union meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department; provided, however, the Union will be subject to the fees normally charged for use of Park Department facilities for nonpublic meetings.

14.6 Safety Standards - All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules that 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 One copy of department safety committee meeting minutes may be requested by the Union from the Department Safety Officer per each community center where employees of this bargaining unit are employed if such minutes are not posted or available for review from the supervisor at the work site.

14.6.3 If an employee reasonably believes equipment or materials required in the performance of his or her job is not safeguarded for proper and safe use, the employee shall report the perceived problem to his or her supervisor. 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 department, upon written request from the Union, shall provide space on existing bulletin boards for the use of the Union in a limited number of areas accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the department to attend an interview conducted by the department for purposes of investigating an incident that 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 department representative conducting the investigatory interview. The department, when faced with such a request, may:

A. Grant the employee's request; or

B. 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:

A. The department is not required to conduct an investigatory interview before disciplining or discharging an employee;

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

C. The employee must make immediate arrangements for Union representation when his/her request for representation is granted;

D. An employee shall attend investigatory interviews scheduled by the department at reasonable times and reasonable places.

14.9 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.

14.10 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not

discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

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

14.11 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.12 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.13 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination is such case shall be final, binding, and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to the Unon upon request (1) a description of the services to be so performed and (2) the detailed factual basis supporting the reasons for such action.

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

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

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

14.16 Testify before Civil Service Commission. Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

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

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

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

ARTICLE 15 -- LABOR-MANAGEMENT COMMITTEE

15.1 The City and the Union agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives of the Union including the Business Manager or his representative and three representatives of the City including the Director of Labor Relations or his representative. The purpose of this Committee is to address matters of general concern to the Union and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultive capacity and shall not be considered a collective bargaining forum nor a decision-making body. Either the Union or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement. Requests for such a meeting shall be made in writing by the Business Manager of the Union or the City Director of Labor Relations or their delegated representatives. The request shall include a list of attending committee members and an agenda of items to be discussed.

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

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

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

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

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee.

An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this Employment Security provision.

ARTICLE 16 -- WORK STOPPAGES

16.1 Work Stoppages - The City and the Union 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 Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down, or other interference with 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 that is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers, or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union;

B. The Union, its officers, and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

C. The Union, its officers, and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union 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 and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

ARTICLE 17 -- RIGHTS OF MANAGEMENT

17.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy and procedure as the City from time to time may determine.

Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Seattle Department of Parks and Recreation and all other City operations at its discretion. A nonexclusive listing of examples of such rights include the right to:

A. Recruit, hire, assign, transfer, promote, discharge for just cause, or layoff employees;

B. Determine the methods, processes, means, and personnel necessary for providing City services, including the increase, diminution, discontinuation, or change of operations or programs or services to be provided; the establishing of policies and procedures and revision of same; the determination of work measures and methods; the introduction of any and all new, improved, automated methods or equipment; the assignment of employees to specific jobs; the determination of job content and/or job duties; and the combination or consolidation of jobs;

C. Assign employees to perform limited responsibilities of other job titles; temporarily assign employees to a specific job or position outside the bargaining unit; and to determine appropriate work out-of-class assignments;

D. Set reasonable standards of work performance and to evaluate performance;

E. Determine and/or revise hours of work and work schedules and the location of work assignments and offices;

F. Determine the amount, if any, of job-related education expenses to be reimbursed by the employer, including tuition and other course or seminar fees, books, and travel;

G. Determine the extent to which other employee benefits, employment practices, or working conditions not mentioned herein shall be continued, revised, discontinued, and the extent to which same shall be funded within the department's budget;

H. Control the budget.

17.2 The City reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of municipal services and programs.

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.

ARTICLE 19 -- ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

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

ARTICLE 20 -- GRIEVANCE PROCEDURE

20.1 Any dispute between the 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 twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

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

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

20.4.1 Temporary and intermittent employees pursuant to Section 1.2 of Article 1 may appeal matters through this grievance procedure solely for purposes of adjudicating grievances relating to the contract Sections identified in Section 1.2. The right to grieve such matters shall not include the right to grieve matters involving discipline, discharge, or layoff.

20.4.2 Where extenuating circumstances warrant and where the Union has initiated a contract grievance at Step 1 in a timely manner, should the Union fail to process the contract grievance within the allotted time limit in Step 2, Step 3, or Step 4, the Union shall be permitted once per grievance to use an additional ten (10) consecutive calendar days to supplement the time period in which to process the contract grievance at that Step of the grievance procedure. The additional ten (10) consecutive calendar day period shall commence immediately upon the expiration of the normal filing period, and a like amount of time shall be deducted from the time period in which to file the

contract grievance at the next Step. The Union shall stipulate in writing when initiating the next Step of the grievance procedure that it is exercising the terms of this particular provision. The Union agrees that use of this Section shall be considered an exception that shall be invoked rarely.

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

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

20.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

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, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the division head, with a copy to the City Director of Labor Relations, within ten (10) business days after the Step 1 answer.

With Mediation

At the time of aggrieved employee and/or the Union submits the grievance to the division had, the Executive Director or his/her designee Union representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations, and the Union Representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the

selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union Representative shall be so informed by the ADR Coordinator.

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

If the grievance is not resolved through medication, the division head shall thereafter convene a meeting within ten (10) business 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 said meeting. The division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or within twenty (20) business days if initially submitted at Step 3, 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 ten (10) business 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 ten (10) business days after receipt of the contract grievance or the meeting between the parties.

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

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 Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 4 and shall be accompanied by the following information:

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

B. Nature of the alleged violation;

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

D. 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.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

1. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

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

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

   A. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or

   B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

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.

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

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

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, 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.

ARTICLE 21 -- SAVINGS CLAUSE

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

ARTICLE 22 - DISCIPLINARY ACTIONS

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

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

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

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

ARTICLE 23 -- TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2007.

23.2 Notwithstanding the provisions of Section 23.1, 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.

Signed this 27th day of February, 2006.

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL 1239

By _____
JOHN L. MASTERJOHN
Business Manager

CITY OF SEATTLE
Executed under authority
of Ordinance 121888
Resolution 30835

By _____
GREGORY J. NICKELS
Mayor

Public Service and Industrial Employees, Local #1239

Recreation Leaders and Attendants
in
Seattle Department of Parks and Recreation

APPENDIX A

Rates of Pay Effective December 29, 2004:

HOURLY RATES OF PAY

Recreation Attendant	10.28	11.06	11.47	11.92	12.31	12.73	13.26	14.35
Recreation Leader	13.03	14.36	15.58	16.92	18.27	19.59	20.93	20.93

Rates of Pay Effective December 28, 2005:

HOURLY RATES OF PAY

Recreation Attendant	10.52	11.31	11.73	12.19	12.59	13.02	13.56	14.68
Recreation Leader	13.33	14.69	15.94	17.31	18.69	20.04	21.41	21.41

Public Service and Industrial Employees, Local #1239

Lifeguards and Senior Lifeguards
in
Seattle Department of Parks and Recreation

APPENDIX B

Rates of pay effective December 29, 2004:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	$14.29	14.85	15.45	16.05	16.05	16.05
Lifeguard	$12.25	12.74	13.25	13.75	14.28	14.83

(Applies to regular full-time and part-time employees.)

Rates of pay effective December 28, 2005:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	$14.62	15.19	15.81	16.42	16.42	16.42
Lifeguard	$12.53	13.03	13.55	14.07	14.61	15.17

(Applies to regular full-time and part-time employees.)

The following specific working conditions shall only apply to regular full-time and part-time Senior Lifeguards and Lifeguards.

(Beaches Only: Applies to the regular Senior Lifeguards and regular Lifeguards working at the outdoor pools, beaches, and wading pools. If provisions are not specified, they apply to both indoor pool and outdoor programs.)

B.1 In place of 5.1 - Hours: The Department retains the right to continue working split shifts. Regular work hours are 10:00 a.m. to 10:00 p.m. Hours worked over 40 hours per week shall be paid one and one-half (1½) times the base hourly rate. There shall be the flexibility to request employees work additional hours, change hours assigned, add or delete hours with forty-eight (48) hours notice. Employee may be assigned to work any day, even their normal days off during the seven (7) day workweek of Wednesday through Tuesday.

B.2 Each member of the staff will be given a schedule of his or her working hours. Staff will be expected to remain at the pool during the specified time and may leave only when an emergency occurs or when they are authorized to do so by their supervisor. Under no conditions may the pool be left unattended when there are people in the natatorium.

B.3 In place of the third paragraph of 5.1.1 for Meal Period: Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked through the scheduled meal period shall be compensated at one and one half (1½) times the straight time rate of pay.

B.4 In place of 8.1.8.1 – Prompt Notification: The employee shall promptly notify the immediate supervisor or another appropriate person, 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 (1) day, notification on his/her first day off with an expected date of return shall suffice. The employee shall notify, as far as possible in advance of the scheduled time to report for work, particularly where a relief replacement is necessary when the employee is absent.

B.5 Rotation: The rotation schedule will be determined by the safety needs of the pool and are subject to the discretion of the supervisor. Work hours include rotation and non-rotation work. While not in the rotation, the lifeguard is still on duty. Casual, social discussion between lifeguards and/or pool patrons while actively guarding is prohibited.

B.6 The employee must always be aware that they are a vital part of the team that is responsible for guarding and maintaining the safety of the facility.

B.6.1 The City shall provide employees with the appropriate training in the safe operation of any equipment prior to its use.

B.7 Certifications: Certification requirements per job announcement must be in place in order to be hired, and the employee will obtain these certifications at their own expense. (Water Safety Instructor [WSI] certification can be obtained on work release as long as it does not create an overtime situation.) Once hired, re-certification may be obtained on work release time and at City expense. (Books and materials needed for re-certification processes will be made available to be borrowed by employees.) If an employee allows their certification(s) to lapse, re-certification must be obtained on employee's own time, and at their own expense.

B.7.1 Required certifications shall be those designated as such in the current Department of Parks and Recreation Swimming Pool Manual.

B.7.2 The pool supervisor will keep a copy of certification records, cards and/or copies of WSI paperwork on file. Every six (6) months certifications will be checked and regular Senior Lifeguards and regular Lifeguards will be notified by supervisor if they need to obtain re-certification before the next six (6) month check. If regular Senior Lifeguards and regular Lfeguards let their certification lapse, they will not be able to work because of State, County, and City regulations and requirements. Regular Senior Lifeguards and regular Lifeguards with lapsed certifications will be placed on unpaid leave until their certifications are restored.

B.8 Fit for Duty: Regular Senior Lifeguards and regular Lifeguards must be physically fit and mentally prepared to perform in an emergency situation. Regular Senior Lifeguards and regular Lifeguards should always be open to improving their aquatic skills and knowledge. Regular Senior Lifeguards and regular Lifeguards will be allowed to swim at no charge in City indoor pools in order to maintain their fitness.

B.9 Beach Staff Only: Fit for Duty. Beach regular Senior Lifeguards and regular Lifeguards are required to do a minimum five hundred (500) yards swimming workout every day they work, and a recorded one hundred (100) yard swim for time each week. In addition, employees must do a boat time and paddle time once a week and record it with the supervisor. Workout will be done during the regular Senior Lifeguard's or regular Lifeguard's regularly assigned shift during time designated by supervisor. Regular Senior lifeguards and regular Lifeguards shall be paid for this time.

B.10 Training: Staff training will be conducted on a regular basis. Participation is mandatory. Occasionally employees may be asked to come into work on their normally scheduled day off to participate in a staff training session. Notification of training will be given two (2) weeks in advance.

B.11 Travel/Conference/Work Release: Attendance at training and conferences outside the city will normally be considered an eight (8) hour workday.

B.12 Body Jewelry: For the safety of aquatic staff and participants, body jewelry that could be caught, snagged or pulled must be removed or covered while guarding or teaching. Employees must not wear watches, rings, necklaces, bracelets, and other jewelry, which may potentially harm a participant or an employee.

B.13 Beach Staff Only: Call-In. Beach operations may require beach regular Senior Lifeguards and regular Lifeguards to call in to see if additional lifeguards are needed that day. Regular Senior Lifeguards and regular Lifeguards can obtain additional work hours or overtime by replying affirmatively. There will be no disciplinary action for not taking on additional hours.

B.14 Stand-By: If a part-time regular Senior Lifeguard or regular Lifeguard chooses to pick up additional work outside their regularly scheduled hours of work by teaching private lessons and/or working super-deluxe birthday party assignments, employee will be paid standby rate of pay (5.8.2) for any unpaid break sixty (60) minutes or less between these assignments. If there is a break between assignments which is over sixty (60) minutes the entire break will be on the employee's own time.

B.15 Hair: For the safety of aquatic staff and participants, hairstyles and hair lengths must allow for the unimpaired performance of job responsibilities.

B.15.1 Facial hair must be maintained at a length that will not affect the use of required facial equipment.

B.16 Blood Born Pathogens: To reduce the risk of disease transmission, aquatic staff must wear protective gear when there is a possibility of coming in contact with bodily fluids, performing first aid or CPR. Contaminated gloves, dressings or other materials must be properly disposed of.

B.17 Hepatitis B Vaccination: Regular Senior Lifeguards and regular Lifeguards are required to obtain Hepatitis B vaccination series at Department cost or must waive that participation in writing.

B.18 Swimsuits or trunks can have a small company logo on the outer edge not to exceed one (1) square inch maximum (1"x1").

B.19 Uniforms: Appropriate lifeguard uniforms shall consist of either a solid red non-see-through suit (a one piece tank or body suit or an appropriate two-piece athletic style tank suit) or non-see-through red boxer style trunks. Employees will be issued a whistle and a lifeguard shirt, and for the beach

staff, a hat which are to be worn at all times while on duty in the rotation or out of rotation. While on duty, the staff uniform must be worn.

B.20 Premium Pays and Allowances: The following premium pays and allowances apply to all classifications covered under this Appendix.

B.20.1 Clothing Allowance: Fifty-five dollars ($55) per year to cover swimsuits and trunks will be provided to each employee. Effective January 1, 2006, One hundred dollars ($100) per year to cover swimsuits and trunks will be provided to each employee. In addition, each employee shall be provided one (1) t-shirt per year.

B.20.2 Teaching Water Exercise. Employees who are assigned to teach water exercise and/or who hold a current water exercise certificate accepted by the City of Seattle Department of Parks and Recreation shall be paid an additional hourly premium of ninety cents ($0.90) while teaching water exercise.

B.20.3 Monitering of the Facility. Employees when assigned to the monitoring of the facility and program in the absence of a higher-level supervisor for three (3) consecutive hours or more shall be paid an additional hourly premium pay of one dollar ($1.00) per hour while so assigned.

B.20.3.1 Management will make a good faith effort to assign the monitering of the facility in a fair and equitable manner.

B.20.4 Working Split Shift. Employees working split shifts where there is greater than two (2) hours split in an eight hour shift shall additionally receive a premium of ninety cents ($0.90) for each hour worked following the (greater than two (2) hours) split.

B20.5 Early Morning Lap Swim. Employees shall additionally receive a premium of ninety cents ($0.90) for each hour when working the early morning lap swim if they have not had twelve (12) hours of turnaround time from the termination of their previous day's regular shift.

Ord 121858
Res. 30844

AGREEMENT

by and between

THE CITY OF SEATTLE/SEATTLE MUNICIPAL COURT

and

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

January 1, 2005 through December 31, 2007

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

January 1, 2005 through December 31, 2007

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

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

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

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

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

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

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

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

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

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

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

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

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 "A" covering the classification of work in which he/she is employed.

1.2.2 Temporary Employee Premium Pay - 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 Employer without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the Employer may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

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

1.2.3 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 Employer's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the Employer, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement, a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from Employer medical and dental coverage and shall not be able to participate again while employed by the Employer as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

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

straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

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

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

1.2.8 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 Employer may work temporary employees beyond one thousand forty (1040) regular hours within any twelve (12) month period; provided however, the Employer shall not use temporary employees to supplant permanent positions. The Employer shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of permanent positions.

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

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

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

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

ARTICLE 2 - NONDISCRIMINATION

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

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

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

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

ARTICLE 3 - UNION MEMBERSHIP, DUES AND PAYROLL DEDUCTION

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

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

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

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

Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

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

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

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

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

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

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

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

4.2 Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

4.2.1 Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

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

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

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

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

primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Court-Specific Classifications - Within sixty (60) days of signing this Agreement, members of management and the Union will meet to explore the potential development of a Court-specific classification system. Issues to be considered include:

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

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

- Identifying appropriate comparable jurisdictions

Nothing in this provision commits the Court to establishing or implementing a Court-specific classification system.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.7 Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a receipt for said meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum of six dollars ($6.00) in lieu of reimbursement for the meal.

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

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

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

- The time period during which the overtime is worked;

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

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

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

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

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

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

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

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

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

No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his/her department head for retroactive payment of out-of-class pay. The decision of

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

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

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

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

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

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

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

ARTICLE 6 - HOLIDAYS

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

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

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

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

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

6.3.1 The Personal Holiday shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees, or at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of the Personal Holiday shall be requested in writing.

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

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

ARTICLE 7 - ANNUAL VACATIONS

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

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

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

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

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

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

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

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

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

7.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

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

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

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

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

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

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY

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

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

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

C. Medical or dental appointments for the employee.

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

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

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

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

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

8.1.2 Unlimited sick leave credit may be accumulated.

8.1.3 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.

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

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

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

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

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

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

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

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

immediate supervisor as far as possible in advance of the scheduled time to report for work.

8.1.8.2 Notification While On Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

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

8.1.8.4 Claims To Be In 15 minute increments - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes shall be disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize

for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

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

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

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

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

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

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

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

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

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on nonpay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1. Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

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

9.1.3 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation or employing department concerning the employee's

status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination. The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.

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

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

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

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

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

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

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

(3) Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced. The employee subject to layoff shall have this opportunity for transfer provided there is no one on the reinstatement recall list for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein, including Section 11.3.4.

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

An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the reinstatement recall list pursuant to Section 11.4.

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

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

(6) The Personnel Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4), or (5) above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Regular employees laid off from the same classification in *another* City department and regular employees on a layoff transfer list. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

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

The Employer may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill. The Union agrees that employees from other bargaining units whose names are on the reinstatement recall list for the same classifications shall be considered in the same manner as employees of this bargaining unit provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

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

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

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

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

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

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

12.1 Medical, Dental, and Vision Care - Effective January 1, 2002, the Employer shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Preventative as self-insured plans, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

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

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

12.1.3 Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental and vision benefits for all regular employees. This Committee shall decide whether to administer other City provided insurance benefits.

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

12.1.5 For calendar years 2006 and 2007, the City shall pay up to 107% of the average City cost of medical, dental and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

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

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

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

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

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

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

12.3.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2004 for the base plan; provided further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

ARTICLE 13 - RETIREMENT

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

ARTICLE 14 - GENERAL CONDITIONS

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

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

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

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

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

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

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

(1) Grant the employee's request, or

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

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

14.5.1 In construing this Section, it is understood that:

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

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

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

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

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

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

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

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

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

14.7 Metro Passes - The Employer shall subsidize the cost of monthly transit passes for personal use by employees by not less than Fifteen Dollars ($15) per month for employees who purchase such passes.

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

14.7.2 Public Transportation and Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll

deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

14.7.3 Parking Past Practice - In exchange for all of the foregoing, the Union hereby acknowledges and affirms that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

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

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

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

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

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

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

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

14.14 Employee Participation in Contract Negotiations – The parties to this Agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;

2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision;

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

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

14.16 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is forty and a half cents ($.405) for all miles driven in the course of City business on that day.

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

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

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees. The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service. Labor and management agree that in order to maximize participation and results from the Employee Involvement Committees ("EICs"), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC. In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security agreement.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

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

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

17.4 The Employer agrees that performance standards shall be reasonable.

17.5 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

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

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

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

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

ARTICLE 20 - GRIEVANCE PROCEDURE

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

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

20.1.1 Reclassification grievances shall be processed per Section 20.10.

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

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

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

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

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

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

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

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

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

With Mediation

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

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

If the grievance is not resolved through mediation, the Division Director and/or his/her designee shall thereafter convene a meeting within ten (10) business days after

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

Without Mediation

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

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

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

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

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

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

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

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

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

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

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

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

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

- Remedy sought.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The Union may request the classification determination be reviewed by the Classification Appeals Board. The Classification Appeals Board will then convene a hearing and the Board will make a recommendation to the Personnel Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board decision and the grievance is thereby not resolved, the Union may submit the grievance to arbitration per Section 20.6.4.

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective on January 1, 2005, or upon the signature date, whichever is later, unless otherwise specified elsewhere within this Agreement, and shall remain in full force and effect through December 31, 2007. Any modifications requested by either party must be submitted to the other party on the first date mutually agreed upon to begin negotiations of a successor agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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

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

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

By

David A. Grage
Secretary-Treasurer

CITY OF SEATTLE
Executed Under Authority of
Ordinance No. 121888
Resolution No. 30844

By

Gregory J. Nickels
Mayor

Date: 2/27/2006

By

Fred Bonner
Presiding Judge

By

David Bracilano
Director of Labor Relations

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

January 1, 2005 through December 31, 2007

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

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Administrative Support Assistant.....	14.83	15.41	15.99	16.65	16.65
Administrative Specialist I.....	16.35	16.92	17.59	18.22	18.22
Administrative Specialist II.....	17.59	18.22	18.89	19.67	19.67
Administrative Specialist III.....	18.89	19.67	20.42	21.20	21.20
Administrative Support Supervisor.....	20.01	20.81	21.63	22.43	22.43
Accounting Support Assistant.....	14.83	15.41	15.99	16.65	16.65
Accounting Technician I.....	16.35	16.92	17.59	18.22	18.22
Accounting Technician II.....	17.59	18.22	18.89	19.67	19.67

CLASSIFICATION	HOURLY RATES OF PAY STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43m+
Accounting Technician III	19.29	20.01	20.81	21.63	21.63
Accounting Technician Supervisor	20.81	21.63	22.43	23.30	23.30
Court Clerk	17.59	18.22	18.89	19.67	20.46
Court Clerk, Senior	18.63	19.37	20.10	20.91	21.74
Court Clerk, Supervisor	20.01	20.81	21.63	22.43	23.30
Court Cashier	17.35	18.04	18.64	19.40	20.13
Court Cashier, Supervisor	18.75	19.51	20.24	21.03	21.85
EDP Equipment Operator	15.41	15.99	16.65	17.25	17.93
EDP Equipment Operator, Senior	17.93	18.54	19.29	20.01	20.01
EDP Equipment Operator, Lead	18.89	19.67	20.42	21.20	22.00
Office Assistant	12.48	13.02	13.51	14.01	14.54

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

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

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 21, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit to you the attached proposed Council Bill, which authorizes the execution of a Tentative Agreement amending the Collective Bargaining Agreements between the City of Seattle and the Coalition of City Unions. The Coalition of City Unions (hereafter referred to as "the Coalition") represents 35 bargaining units, affects 14 collective bargaining agreements, and covers approximately 4,865 City employees.

The Tentative Agreement, which covers the period from January 1, 2005 through December 31, 2007, increases wages by 2.5 percent in 2005, and provides for 100 percent increase of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for 2006 and for 2007. The City will pay up to 107 percent of future healthcare premiums. Once the Rate Stabilization Fund has been exhausted, increases beyond 107 percent will be shared, with the City paying 85 percent and employees paying 15 percent of the excess costs. Effective in 2005, the City will pay the equivalent of $1 million, annualized, for enhanced healthcare benefits. Beginning in 2006, upon approval by bargaining unit vote, the City will cash out sick leave at a rate of 35 percent at retirement and a Voluntary Employee Benefit Association (VEBA) trust fund will be set up to pay for legally authorized healthcare costs for eligible future retirees and their dependents. Employees are also eligible to allocate 50 percent of their unused annual accrual of sick leave at a rate of 35 percent to the VEBA account. Additional items include supplemental pay for extended military deployment, the addition of siblings and adult children with disabilities as family members eligible for care by employees under the City's sick leave program, and a re-opener on the number of Personal Holidays available to employees.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at 684-7860 or Sarah Butler at 684-7929.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

BOS CITY CLERK

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

UNIT:

MUNICIPAL COURT
PROBATION COUNSELORS

FILED
CITY OF SEATTLE
2006 FEB 14 AM 11:49
CITY CLERK

Effective through December 31, 2007

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AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

PREAMBLE

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

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

ARTICLE 1 - NON-DISCRIMINATION

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

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

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

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose stated in RCW 41.56 for the bargaining unit defined to include the job titles listed in Appendix A as certified by the Public Employment Relations Commission in decision number 3239-PECB and excluding confidential employees. This exclusion includes the one position currently classified as a Probation Counselor II, but which has a working title of Volunteer Programs Coordinator and which is part of the management staff team. Regular full and part time employees in the job titles of the bargaining unit as defined shall be employed subject to the terms and conditions of this agreement.

The term "employees" shall only include paid employees and shall not be defined to include volunteers. Nor shall employees temporarily assigned to the bargaining unit be defined as employees covered by this Agreement. Temporarily assigned employees are those who are temporarily employed for a period not exceeding six (6) consecutive months or those called in on an intermittent basis and to fill in for short-term vacancies or absences of regular employees.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The management of the Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the Employer in accordance with such policy and procedure as the Employer from time to time may determine.

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

A. To recruit, hire, assign, transfer, promote, or lay off employees;

B. To determine the methods, processes, means, and personnel necessary for providing Court services, including the increase or diminution, or change of operations, the establishing of policies and procedures and revision of same, the determination of work measures and methods, the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;

C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;

D. To determine hours of work and work schedules and the location of work assignments and offices;

E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;

F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the Municipal Court budget;

G. To control the Municipal Court budget;

H. To temporarily assign employees to a specific job or position outside the bargaining unit;

I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

The Employer reserves the right to take whatever actions are necessary in emergencies to assure the proper functioning of the Court.

3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.

3.3 If a new or revised evaluation system is to be implemented, the Union shall be provided notice and, if requested, a labor management meeting will be convened to discuss same.

3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

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

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

3.5 Criminal Background Investigations:

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

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

The following provision does not apply in the case of an initial background check of a newly-hired employee. If the Court places an employee on a non-disciplinary unpaid leave solely because he or she has been denied access to the CJIS system, the Court will not challenge any unemployment compensation claim filed by the employee unless and until the Court decides to take disciplinary action. The Personnel Director or his/her designee will contact other City departments to determine if appropriate alternative employment is available for the employee during this period. If such alternative employment is not available, an employee placed on such non-disciplinary leave may use any previously-accrued annual leave, compensatory time or personal holidays. The Court further agrees to pay an employee who is on such unpaid leave, and for whom alternative employment is not available, a maximum of one week's salary and related benefits, with the understanding that this compensation will constitute the employee's sole remedy under this agreement for wages or benefits during this period.

ARTICLE 4 – EMPLOYEE RIGHTS

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

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

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

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

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

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

to do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

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

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

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

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

ARTICLE 5 - UNION MEMBERSHIP AND DUES

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

5.2 The Union agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

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

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the Employer in writing when it is seeking discharge of an employee for noncompliance with Section 3 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the Director of Probation Services with copies to the Municipal Court Human Resources Manager, the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 4.3.

The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4.3, but provide the employee and the Employer with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the Director of Probation Services shall give notice in writing to the employee, with a copy to the Union, the Municipal Court Human Resources Manager 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 Director of Probation Services any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 4.3 within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the Director of Probation Services, with copies to the Municipal Court Human Resources Manager, the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the Employer 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 Director of Probation Services in writing, with a copy to the Municipal Court Personnel Manager, the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the Director of Probation Services shall notify the Union in writing, with a copy to the Municipal Court Personnel Manager, 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.

5.5 The Employer will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining unit to sign a form with a copy to the Union that will inform them of their bargaining unit status.

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance.

Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 5.7.

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

6.1.1 Reclassification grievances shall be processed per Section 5.8.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

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

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

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

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Executive Director or his/her designee and/or aggrieved employee shall then forward the written grievance to the Director of Probation Services with a copy to the City Director of Labor Relations and the HR Manager at the Court within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the Director of Probation Services, the Executive Director or his/her designee or the aggrieved employee or the Director of Probation Services may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in

implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Director of Probation Services and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

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

If the grievance is not resolved through mediation, the Director of Probation Services may convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Director of Probation Services shall forward a reply to the Union.

Without Mediation

The Director of Probation Services may convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with other department or Court personnel he/she may deem necessary. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Director of Probation Services shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above and shall be forwarded within ten (10) business days after receipt of the Step 2 answer to Step 3. Said grievance shall be submitted by the Executive Director or his/her designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Presiding Judge, who shall in turn give the Union an answer in writing twenty (20) business days after receipt of the grievance or the meeting between the parties.

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

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

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

Within ten (10) business days thereafter, the City's Director of Labor Relations or designee will schedule a meeting or confer with the Union to determine who shall arbitrate the dispute. The Director of Probation Services shall be notified of this meeting or other conference for this purpose. At this meeting, the Employer and the Union may, through mutual agreement: (1) Select an arbitrator, either by mutual agreement or from a panel of arbitrators (if a panel of arbitrators has been established by the parties); or (2) Seek other method of resolution.

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

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

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

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

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

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

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

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

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

6.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 6.4 and 6.5. Disciplinary grievances involving suspension, demotion, or

termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or the shop steward with the Director of Probation Services within fifteen (15) business days after the employee receives notice of the disciplinary action. The Director of Probation Services shall respond in writing within fifteen (15) business days after receipt of the grievance.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Union may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. The panel shall be convened within fifteen (15) business days after receipt of the request from the Union. If no such request is filed within fifteen (15) business days of the Union's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

A. A Municipal Court Judge who did not participate in the initiation or approval of the disciplinary action;

B. The Human Resources Manager of Municipal Court;

C. The City Director of Labor Relations or his/her designee who shall serve as chairperson;

D. A panel member designated by the Union.

The panel shall conduct an informal hearing, at which time management and the Union will each have an opportunity to present information related to the discipline/grievance. The Presiding Judge (or his/her designee in the event the Presiding Judge was involved in the incident leading to disciplinary action) may, at the request of the Union, attend the hearing as an observer. The Presiding Judge or his /her designee will not be present during the panel's deliberative process. The panel will provide its findings and recommendations, which shall include the findings/recommendations of each individual panel member if consensus has not been reached, to the Director of Probation Services, the Court Administrator and the Presiding Municipal Court Judge or his/her designee within twenty (20) business days from the date the hearing was concluded. The Presiding Judge or his/her designee shall notify the Union of his/her final decision within fifteen (15) business days after receipt of the panel's findings and recommendations. If the Presiding Judge was involved in the incident leading to disciplinary action, the Presiding

Judge will appoint a designee to make the final decision. The decision shall not be further appealable.

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

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

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

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

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

1. The Union may submit the grievance to binding arbitration per Section 5. 5, Step 4, or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request arrange a hearing, and when possible convene the hearing within thirty (30) calendar days. The Board will make a recommendation to the Personnel Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms

the Classification Appeals Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.5, Step 4.

ARTICLE 7 - WORK STOPPAGES

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

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.

8.2 Effective December 29, 2004, wages will be increased by 2.5%.

8.3 Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

8.4 Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

8.4.1 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase. 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.

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

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

SWING SHIFT	$.60 per hour
GRAVEYARD SHIFT	$.70 per hour

The above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of

the shifts for which a premium is paid and who are required to work overtime shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

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

8.6 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.

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

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

D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions shall not be

considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in Section 6.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to temporary assignments providing pay "over regular salary while so assigned."

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

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

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

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

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

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

ARTICLE 9 - WORK OUTSIDE OF CLASSIFICATION

9.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.

9.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

9.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.

9.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity.

9.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

9.6 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of

the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

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

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

9.9 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.

ARTICLE 10 - ANNUAL VACATIONS

10.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

10.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became

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

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

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

10.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the head of the department.

10.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

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

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

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

10.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but

which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 11 - HOLIDAYS

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

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

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

11.2 Personal holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

11.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

11.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

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

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

A. Use of accumulated compensatory time or vacation time;

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Probation Services. Any such proposed, alternative method must be submitted to the Director of Probation Services for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

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

ARTICLE 12 - LEAVES

12.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

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

B. Disability due to pregnancy and/or childbirth.

C. Employee medical or dental appointments.

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

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

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

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

Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick credits shall be paid to his/her designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System, at the time they leave City

Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

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

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

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

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

B. When off work on a holiday.

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

12.5 Prerequisites for Payment

A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.

B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory

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

C. Filing Application: Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. Each supervisor shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

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

E. Limitations of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding 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.

12.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 6.5.

12.7 Wellness Incentive Plan – Employees who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for

which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.) This plan will terminate at the end of the "payroll year" in 2007.

12.8 Industrial Injury or Illness:

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

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

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

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending

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

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

E. Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

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

H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.

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

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

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

12.9 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, domestic partner, child, mother, father, stepmother, 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.

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

12.10 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

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

12.12 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that

necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children, and parents of the employee.

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

12.13 Pay for Deployed Military

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

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

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

13.1 Effective January 1, 2002, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventative, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2002, 2003 and 2004, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.

13.1.1 For calendar years 2006 and 2007, the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

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

13.1.5 Effective January 1, 1999, new, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

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

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

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Union of that fact.

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

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

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

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

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

ARTICLE 14 - RETIREMENT

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

ARTICLE 15 - UNION REPRESENTATIVES

15.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same shall not interrupt the Court's operations. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

15.2 The Executive Director and/or representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union shall furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.

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

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

ARTICLE 16 - SAFETY STANDARDS

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

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

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

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

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

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.

17.2 Employees who are directed, by the Director of Probation Services or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

17.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:

A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.

B. Scheduled Temporary Absence - Part-time Probation Counselors - Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the

part-time Probation Counselors - Assigned Personal Recognizance will be contacted in their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.

17.4 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

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

17.6 A. Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a dated original itemized receipt from the establishment for said meal no later than the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

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

1. Said meal must be eaten within two (2) hours after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.

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

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

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

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

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

E. 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 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.7 Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of his/her regular day off and asks the court to schedule the court appearance for a day other than the employee's regularly-scheduled day off;

- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of his/her regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly-scheduled day off;

- The employee is subpoenaed to appear in court on his or her regular day off despite these efforts;

- The employee makes a good faith effort to switch his or her day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;

- The employee reports to his/her immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and

- The employee comes to work on his/her day off in response to a subpoena.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Employer shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.

ARTICLE 19 - GENERAL CONDITIONS

19.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Personnel Department regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement shall be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees shall be appointed and removed at the sole discretion of the Municipal Court.

19.2 Personnel Files - Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They shall have rights to request removal of documents and to insert rebuttal information when such removal request is denied.

19.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision shall not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

19.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department shall be furnished to the Union upon request.

19.5 Discipline - Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making disciplinary decisions, the Court will exercise honest judgment and good faith and will take into account the facts and circumstances involved. If an employee is to be suspended or discharged from employment, he/she shall be given a written statement of the reason for same, and an opportunity to respond.

19.6 Metro Passes - The Employer 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.

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

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

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

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

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

A. If the overpayment involved only one paycheck;

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

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

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

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

D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at

the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

19.9 Ethics and Elections Commission - nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics, Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10 Training and Career Development

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

B. Labor-Management Committees per Article 19 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

19.11 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

19.12 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is forty and a half cents (40 1/2¢) for all miles driven in the course of City business on that day. The cents (¢) per mile mileage reimbursement rate set forth above shall be adjusted up or down to reflect the current rate.

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

19.14 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.

ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

20.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

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

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

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

Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.

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

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

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

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

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

20.4 Probation Practice Committee - The Employer and the Union agree to establish a Probation Practice Committee by March 31, 1999. The Probation Practice Committee will be a forum for addressing caseload/workload management and professional practice issues referred by the Labor-Management Committee. Organizational aspects of the Probation Practice Committee shall be determined by the Labor-Management Committee per Article 19.1.

ARTICLE 21 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 22 - SAVINGS CLAUSE

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

22.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 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.

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

ARTICLE 24 - TERM OF AGREEMENT

24.1 Upon execution by both parties, or January 1, 2005, whichever is later, this Agreement shall become effective and shall remain in effect through December 31, 2007.

24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days' notification of intent to terminate the existing Agreement.

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

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

By _____
Executive Director

Date 10/13/05

By _____
Union Representative

Date 10/13/05

By _____
Bargaining Committee Member

Date _____

By _____
Bargaining Committee Member

Date _____

By _____
Bargaining Committee Member

Date _____

CITY OF SEATTLE
Executed under authority of

Ordinance 121883, 121885.
Resolution 30900.

By _____
Mayor Gregory Nickels

Date 10/3/2005

By _____
Presiding Judge Fred Bonner

Date 10.4.05

By _____
Director of Labor Relations

Date 10-4-05

By _____
City Representative

Date 10/6/05

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, PROBATION COUNSELORS UNIT

APPENDIX A

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

Hourly Base Wage Rates as of December 29,2004:

	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Counselor - Assigned Personal Recognizance	$22.00	$22.88	$23.75	$24.67	$25.66
Probation Counselor I	$23.30	$24.22	$25.16	$26.18	$27.21
Probation Counselor II	$24.84	$25.82	$26.89	$27.87	$28.89

FILED
CITY OF SEATTLE

2005 SEP -9 AM 11: 20

CITY CLERK

121888

AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL

ADMINISTRATIVE SUPPORT

Effective January 1, 2005, through December 31, 2007

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

PREAMBLE

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

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

ARTICLE 1 - NON-DISCRIMINATION

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

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

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

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

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT

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

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

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

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

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

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

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

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

G. The 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 budgeted 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.

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

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

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

B. Labor-Management Committees per Article 24 will:

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

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

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

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or

employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

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

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section.

B. 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 Appendices covering the classification of work in which they are employed.

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

0001st hour through 0520th hour.....	5% premium pay
0521st hour through 1,040th hour.....	10% premium pay
1,041st hour through 2,080th hour.....	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + ...	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

D. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

E. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

F. Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums,

or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

G. 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 their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

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

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

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

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

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

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

I. A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

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

K. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent

that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

M. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

N. The City may hire temporary employees subject to the terms set forth in Subsections (1) and (2) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.

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

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

O. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15.

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

Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for positions in accordance with Section 10.1.

R. A temporary employee who has worked 916 straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

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

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

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

ARTICLE 3 - RIGHTS OF MANAGEMENT

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

3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

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

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

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

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

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

ARTICLE 4 - EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - UNION MEMBERSHIP AND DUES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.9.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

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

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

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

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

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

appropriate division head and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

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

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

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

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

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

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

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

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

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

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

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

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - WORK STOPPAGES

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

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

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

9.2 Effective December 29, 2004, wages will be increased by 2.5%.

9.3 Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

9.4 Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

9.4.1 In the event the "*Consumer Price Index*" becomes unavailable for purposes of computing any one (1) of the above-mentioned increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 - EMPLOYMENT PROCESS

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

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

10.1.2 Exceptions to the requirement in 10.1 are:

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

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

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

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

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

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

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

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

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

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

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

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

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

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Personnel Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development

of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Personnel Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Personnel Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Technical Unit and Administrative Support Unit

A. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

11.3 Senior Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.4 Senior Business Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular

classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

11.7 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department head for retroactive payment of out-of-class pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.8 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances

require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.

12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

12.7 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.

12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

12.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

ARTICLE 13 - HOLIDAYS

13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.

13.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and, in addition shall be paid at the rate of one and

one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.

13.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

ARTICLE 14 - LEAVES

14.1 A. Sick Leave - Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

1. Illness or injury that prevents the employee from performing their regular duties.

2. Disability of the employee due to pregnancy and/or childbirth.

3. Employee medical or dental appointments.

4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.

5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.

6. An employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

Abuse of sick leave shall be grounds for suspension or dismissal.

B. 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 their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

D. Wellness Incentive Plan – Employees who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.) This plan will terminate at the end of the "payroll year" in 2007.

14.2 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Personnel Director or their designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or their designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Personnel Director or their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

14.4 Conditions Not Covered - Employees shall not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status.

B. When off work on a holiday.

C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

B. Notification While on Paid Vacation or Compensatory Time Off: - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

C. Filing Application: - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if they are absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. Each supervisor and foreman shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

D. Claims to be in 15 minute increments: - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

E. Limitations of Claims: - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

14.6 Industrial Injury or Illness

A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated,

except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation shall be authorized by the Personnel Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.6A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.6A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave shall not be used for any disability herein described except as allowed in Section 14.6A.

I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE: The parties agree that either may reopen for negotiation the terms and conditions of Section 14.6 of this Article.

14.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be

allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize leave for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "*relative other than a close relative*" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

14.8 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "*household*" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee.

The "*day*" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

14.9 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

14.10 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

14.11 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.

C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

14.12 Pay for Deployed Military

A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE

15.1 Effective January 1, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2005, 2006, and 2007, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 15.1 or similar programs as determined by the Labor-Management Health Care Committee.

15.1.1 For calendar years 2006 and 2007, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

15.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of

benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

C. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

15.4 Long-term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

15.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits

for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 17 - UNION REPRESENTATIVES

17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.

17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 18 - SAFETY STANDARDS

18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.

18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

I. Professional, Technical, and Administrative Support Units

19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.

19.4 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.

2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours

or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "*pay off*" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

19.5.1 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee's normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.

2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.

3. Hours worked beyond eighty (80) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

B. Compensatory Time Off In Lieu Of Overtime Pay

1. Compensation for overtime work, by mutual agreement of the City and the employee, may be in compensatory time off in an amount equal to one and one-half (1-1/2) times the number of hours worked.

2. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.

3. A written record of compensatory time earned and used shall be maintained by the City.

4. Compensatory time may be accumulated up to a maximum of forty (40) hours. Additional overtime earned shall be paid at the prescribed rate.

5. Compensatory time must be used within one (1) year of the time it is earned or the overtime will be paid by warrant.

II. Senior Professional Unit

19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.

19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.

19.14 Employees covered by this Agreement shall be provided a meal time that shall not exceed one (1) hour.

19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.

19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

19.17 Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

19.17.1 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.

19.18 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.19 An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.

19.20 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

III. Senior Business Unit

19.21 Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.

19.22 The work week shall consist of forty (40) hours of work within a five (5) day period.

19.23 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked;

   b. The availability of reasonably priced eating establishments at that time.

3. The City shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 13 of this Agreement.

E. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.

2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, be unpaid.

3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normal scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

19.29 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

20.1 Transfer:

A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.

B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Personnel Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

   A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

   An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.

6. The Personnel Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction:

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Personnel Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to their former status.

20.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

20.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees *;

4. Trial service employees * (who cannot be reverted in accordance with Section 8.4B); or

5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

20.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

a. Jury duty;

b. Disability incurred in line of service;

c. Illness or disability compensated for under any plan authorized and paid for by the City;

d. Service as a representative of a Union affecting the welfare of City employees;

e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

2. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

20.7 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 21 - BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

ARTICLE 22 - GENERAL CONDITIONS

22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars ($75.00) per month for all miles traveled from 01 to 185 miles and shall receive Forty point Five Cents ($.405) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Forty point Five Cents ($.405) per mile.

22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 185, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing $75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars ($30.00) per month while so assigned in lieu of the above mileage payment.

22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday.

Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.

22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.

22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.

22.7 The City will 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.

22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

22.8 Bridge Operators

A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.

B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.

C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.

D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.

E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

   A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents ($.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents ($.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are being operated from the same location on a permanent basis until the operator's probationary period is completed.

G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.

H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any work day or forty (40) hours in a payroll week.

I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

B. Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if a card is lost or mutilated by the employee, there will be a replacement fee of Three Dollars ($3.00). The cost of replacing a card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee.

C. Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

D. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-

time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars ($20.00) a month for parking during working hours only, or Twenty-five Dollars ($25.00) a month for parking during working hours and all other hours.

22.10 Shift Differential Pay - An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	GRAVEYARD SHIFT
$.50 per hour	$.60 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

22.11 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.

22.12 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

   1. By payroll deductions spread over two (2) pay periods; or

   2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a

minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

22.13 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

22.14 Meal Reimbursement While on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

ARTICLE 23 - DISCIPLINARY ACTIONS

23.1 The City may suspend, demote, or discharge an employee for just cause.

23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.

23.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

24.2 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

24.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

ARTICLE 25 - SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.

25.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 26 - SAVINGS CLAUSE

26.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

26.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 27 - ENTIRE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

27.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 28 - TERM OF AGREEMENT

28.1 This Agreement shall become effective upon execution by both parties or January 1, 2005, whichever is later, and shall remain in effect through December 31, 2007. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2007. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

28.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days' notification of intent to terminate the existing Agreement.

Signed this 16th day of August, 2005

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

Joseph L. McGee, Executive Director

Diana Douglas, Union Representative

Natalie Kaminski, Union Representative

Jennifer Tran, Union Representative

Rene Jankiewicz, Union Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Signed this 16th day of August, 2005

CITY OF SEATTLE
Executed under authority of
Ordinance # 121888 and
Resolution # 30792

Gregory J. Nickels, Mayor

Director of Labor Relations

City Representative

City Representative

City Representative

City Representative

City Representative

City Representative

City Representative

City Representative

Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
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Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative
Bargaining Committee Member	City Representative

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix A

Professional Unit

Hourly Base Wage Rates as of December 29, 2004:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	21.44	22.30	23.12	24.02	24.98
Capital Projects Coordinator	28.73	29.87	31.09	32.29	33.56
Capital Projects Coordinator, Assistant	26.70	27.71	28.73	29.87	31.09
Capital Projects Coordinator, Senior	30.38	31.64	32.86	34.14	35.44
Civil Engineer, Assistant I			23.05	23.99	24.92
Civil Engineer, Assistant II	23.99	24.92	25.86	26.88	27.95
Civil Engineer, Assistant III	25.86	26.88	27.95	29.07	30.21
Civil Engineer, Associate	28.28	29.39	30.56	31.79	32.99
Communications Engineer, Associate	27.95	29.07	30.21	31.41	32.60
Counselor	21.20	22.00	22.88	23.75	24.67
Crime Prevention Coordinator	23.30	24.22	25.16	26.18	27.21
Electrical Engineer, Assistant I			23.05	23.99	24.92
Electrical Engineer, Assistant II	23.99	24.92	25.86	26.88	27.95
Electrical Engineer, Assistant III	25.86	26.88	27.95	29.07	30.21
Electrical Engineer, Associate	28.28	29.39	30.56	31.79	32.99
Energy Research & Evaluation Analyst	27.72	28.73	29.87	31.08	32.28
Environmental Analyst, Associate	26.18	27.21	28.22	29.32	30.46
Environmental Analyst, Senior	29.87	31.08	32.28	33.55	34.81
Graphic Arts, Supervisor	22.63	23.46	24.42	25.36	26.43
Information Technology Specialist	22.00	22.88	23.75	24.67	25.66

	Step 1	Step 2	Step 3	Step 4	Step 5
Information Technology Programmer Analyst	25.16	26.18	27.21	28.22	29.32
Information Technology Programmer Analyst-Special	25.36	26.43	27.45	28.51	29.63
Information Technology Systems Analyst	26.73	27.72	28.73	29.87	31.08
Landscape Architect	27.72	28.73	29.87	31.08	32.28
Materials Engineer	27.95	29.07	30.21	31.41	32.60
Materials Engineer, Associate	27.95	29.07	30.21	31.41	32.60
Mechanical Engineer, Assistant I			23.05	23.99	24.92
Mechanical Engineer, Assistant II	23.99	24.92	25.86	26.88	27.95
Mechanical Engineer, Assistant III	25.86	26.88	27.95	29.07	30.21
Mechanical Engineer, Associate	28.28	29.39	30.56	31.79	32.99
Mechanical Plans Engineer	28.73	29.87	31.08	32.28	33.55
Mechanical Plans Engineer, Entry	27.21	28.22	29.32	30.46	31.67
Methods Analyst, Assistant	21.40	22.23	23.05	23.99	24.92
Methods Analyst, Associate	24.92	25.86	26.88	27.95	29.07
Photographic Services; Supervisor	22.43	23.30	24.22	25.16	26.18
Photography/Reprographics, Supervisor	22.43	23.30	24.22	25.16	26.18
Planner, Assistant I	21.40	22.23	23.05	23.99	24.92
Planner, Assistant II	23.46	24.42	25.36	26.43	27.45
Planner, Associate	27.95	29.07	30.21	31.41	32.60
Planning Analyst, Assistant	21.40	22.23	23.05	23.99	24.92
Power Analyst	27.95	29.07	30.21	31.41	32.60
Property Management Specialist	31.67	32.90	34.13	35.47	36.75
Real Property Agent, Senior	27.95	29.07	30.21	31.41	32.60
Registered Nurse Consultant	22.43	23.30	24.22	25.16	26.18
Structural Plans Engineer	28.73	29.87	31.08	32.28	33.55
Structural Plans Engineer, Entry	27.21	28.22	29.32	30.46	31.67
Urban Design Planner	27.95	29.07	30.21	31.41	32.60

	Step 1	Step 2	Step 3	Step 4	Step 5
Water Quality Analyst	21.56	22.40	23.29	24.17	25.12
Water Quality Analyst, Principal	25.16	26.18	27.21	28.22	29.32
Water Quality Analyst, Senior	23.30	24.22	25.16	26.18	27.21

* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix B

Technical Unit

Hourly Base Wage Rates as of December 29, 2004:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	27.95	29.07	30.21	31.39	32.60			
Appraiser, Senior	30.46	31.67	32.90	34.13	35.47			
Aquarium Exhibits Designer	20.81	21.63	22.43	23.30	24.22			
Aquatic Center Coordinator	22.53	23.41	24.33	25.26	26.27			
Aquatic Center Coordinator, Assistant	20.49	21.31	22.14	22.96	23.85			
Bridge Maintenance General, Supervisor	24.67	25.66	26.73	27.72	28.73			
Bridge Operations Crew Chief				24.22	26.18			
Bridge Operations General, Supervisor***			26.73	27.72	28.78			
Bridge Operator			19.50	20.28	21.03			
Bridge Operator, Senior			20.59	21.36	22.20			
Cartographer	22.59	23.46	24.34	25.30	26.24			
Cartographer, Senior	24.42	25.36	26.43	27.45	28.51			
Civil Engineering Specialist, Assistant I	20.42	21.20	22.00	22.88	23.75			
Civil Engineering Specialist, Assistant II	22.59	23.46	24.34	25.30	26.24			
Civil Engineering Specialist, Assistant III	24.42	25.36	26.43	27.45	28.51			
Civil Engineering Specialist, Associate	26.74	27.78	28.84	29.97	31.15			
Civil Engineering Technician	17.37	18.04	18.72	19.44	20.26			
Civil Rights Analyst	23.33	24.22	25.12	26.13	27.12			
Commercial Vehicle Enforcement Officer	21.00	21.80	22.63	23.46	24.42			
Community Service Center Coordinator	22.90	23.77	24.67	25.66	26.68			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Service Center, Supervisor	27.13	28.24	29.36	30.48	31.65			
Community Service Representative	21.23	22.02	22.90	23.77	24.67			
Contracts and Concessions, Assistant	20.81	21.63	22.43	23.30	24.22			
Credit Representative	18.40	19.12	19.85	20.63	21.40			
Credit Representative, Senior	20.01	20.81	21.63	22.43	23.30			
Current Diversion Coordinator	25.66	26.73	27.72	28.73	29.87			
Dining Room Attendant	11.50	11.96	12.34	12.78	13.34			
Dining Room Attendant, Senior	12.56	13.05	13.57	14.07	14.62			
Drainage and Wastewater Specialist	24.22	25.16	26.18	27.21	28.22			
Electrical Engineering Design Specialist, Assistant II	23.99	24.92	25.86	26.88	27.95			
Electrical Engineering Design Specialist, Assistant III	25.86	26.88	27.95	29.07	30.21			
Electrical Engineering Specialist, Assistant I	20.26	21.00	21.80	22.63	23.46			
Electrical Engineering Specialist, Assistant II	22.59	23.46	24.34	25.30	26.24			
Electrical Engineering Specialist, Assistant III	24.42	25.36	26.43	27.45	28.51			
Electrical Engineering Specialist, Associate	26.74	27.78	28.84	29.97	31.15			
Electrical Service Representative	21.20	22.00	22.88	23.75	24.67			
Electrical Service Representative, Senior	22.88	23.75	24.67	25.66	26.73			
Employment Program Specialist (excluding position in the Personnel Department)	20.42	21.20	22.00	22.88	23.75			
Energy Conservation Representative	20.26	21.00	21.80	22.63	23.46			
Energy Conservation Representative, Senior	21.80	22.63	23.46	24.42	25.36			
Engineering Aide	18.04	18.72	19.44	20.26	21.00			
Environmental Field Specialist	20.01	20.81	21.63	22.43	23.30			
Environmental Field Specialist, Senior	21.63	22.43	23.30	24.22	25.16			
Environmental Field, Supervisor	23.30	24.22	25.16	26.18	27.21			
Exhibits Design Coordinator	22.63	23.46	24.42	25.36	26.43			
Field Engineering Technician			18.72	19.44	20.26			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Graphic Aide	14.83	15.41	15.99	16.65	17.25			
Graphic Arts Designer	20.81	21.63	22.43	23.30	24.22			
Housing/Zoning Inspector	23.75	24.67	25.66	26.73	27.72			
Housing/Zoning Inspector, Senior	25.16	26.18	27.21	28.22	29.32			
Housing/Zoning Inspector, Supervisor	27.72	28.73	29.87	31.08	32.28			
Housing/Zoning Technician	18.22	18.89	19.67	20.42	21.20			
Housing/Zoning Technician, Senior	20.01	20.81	21.63	22.43	23.30			
Identification Technician	19.67	20.42	21.20	22.00	22.88			
Information Technology Technical Support	17.93	18.54	19.29	20.01	20.81			
Information Technology Technician	19.67	20.42	21.20	22.00	22.88			
Inspection Support Analyst	25.16	26.18	27.21	28.22	29.32			
Land Use Planner I	25.66	26.73	27.72	28.73	29.87			
Land Use Planner II	27.21	28.22	29.32	30.46	31.67			
Land Use Planner III	29.32	30.46	31.67	32.90	34.13			
Land Use Planner IV	31.08	32.28	33.55	34.81	36.13			
Landscape Designer			23.05	23.99	24.92			
Mail Courier	12.06	12.48	13.02					
Mail Courier, Lead	12.48	13.02	13.51	14.01	14.54			
Materials Standards Specialist, Senior	24.92	25.86	26.88	27.95	29.07			
Mechanical Engineering Specialist, Assistant I	20.26	21.00	21.80	22.63	23.46			
Mechanical Engineering Specialist, Assistant II	22.59	23.46	24.34	25.30	26.24			
Mechanical Engineering Specialist, Assistant III	24.42	25.36	26.43	27.45	28.51			
Meter Reader	15.97	16.74	17.41	18.11	18.83			
Meter Reader, Senior	18.83	19.58	20.39	21.19	22.05			
Neighborhood District Coordinator	26.18	27.21	28.22	29.32	30.46			
Neighborhood District Coordinator, Supvr	28.73	29.87	31.08	32.28	33.55			
Parking Meter Repair Crew Chief	24.36	25.40	26.31					

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parking Meter Repairer	19.25	20.05	20.80					
Parking Meter Repairer, Sr	20.80	21.57	22.45					
Parking Supervisor	17.93	18.54	19.29	20.01	20.81			
Permit Specialist	23.75	24.67	25.66	26.73	27.72			
Permit Specialist Entry	21.20	22.00	22.88	23.75	24.67			
Permit Specialist Senior**								
Permit Specialist, Supervisor	25.66	26.73	27.72	28.73	29.87			
Permit Specialist Trainee	16.88	17.89	18.84	19.80	20.81	21.79	22.76	23.68
Permit Technician	18.22	18.89	19.67	20.42	21.20			
Permit Technician, Sr	20.01	20.81	21.63	22.43	23.30			
Photographer	18.54	19.29	20.01	20.81	21.63			
Photographer, Senior	20.81	21.63	22.43	23.30	24.22			
Power Analyst, Assistant	22.59	23.46	24.34	25.30	26.24			
Program Intake Representative	19.30	20.01	20.82	21.67	22.46			
Property Rehabilitation Specialist	23.27	24.15	25.09	26.12	27.18			
Property Rehabilitation, Supervisor			27.21	28.22	29.32			
Real Property Agent	23.46	24.42	25.36	26.43	27.45			
Real Property Records, Supervisor	19.67	20.42	21.20	22.00	22.88			
Recreation Program Coordinator	23.30	24.22	25.16	26.18	27.21			
Recreation Program Specialist	20.01	20.81	21.63	22.43	23.30			
Recreation Program Specialist, Senior	22.00	22.88	23.75	24.67	25.66			
Recreation Programmer	17.59	18.22	18.89	19.67	20.42			
Research and Evaluation Assistant*	20.42	21.20	22.00	22.88	23.75			
Site Development Inspector, Senior	28.22	29.32	30.46	31.67	32.90			
Social Services Aide	15.12	15.66	16.35	16.92	17.59			
Solid Waste Field Representative I	20.42	21.20	22.00	22.88	23.75			
Solid Waste Field Representative II	22.59	23.46	24.34	25.30	26.24			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Solid Waste Field Representative, Lead	24.42	25.36	26.43	27.45	28.51			
Solid Waste Field Representative, Supervisor	26.43	27.45	28.51	29.63	30.79			
Supply and Inventory Technician	17.59	18.22	18.89	19.67	20.42			
Survey Party Chief	22.63	23.46	24.42	25.36	26.43			
Survey Party Chief, Assistant	20.26	21.00	21.80	22.63	23.46			
Survey Party Chief, Senior	24.42	25.36	26.43	27.45	28.51			
Surveyor, Assistant	18.04	18.72	19.44	20.26	21.00			
Title Examiner			19.67	20.42	21.20			
Title Records Technician	15.66	16.35	16.92	17.59	18.22			
Title Records Technician, Senior			17.59	18.22	18.89			
Tree Trimming Representative					24.19			
Utility Assistance Coordinator	20.42	21.20	22.00	22.88	23.75			
Utility Assistance, Supervisor	25.16	26.18	27.21	28.22	29.32			
Utility Service Representative	21.20	22.00	22.88	23.75	24.67			
Water Laboratory Assistant	14.01	14.54	15.12	15.66	16.35			
Water Laboratory Assistant, Senior	17.93	18.54	19.29	20.01	20.81			
Water Laboratory Technician	15.41	15.99	16.65	17.25	17.93			
Watershed Inspector	19.44	20.26	21.00	21.80	22.63			
Watershed Resources Technician	22.00	22.88	23.75	24.67	25.66			
Water System Operator	24.67	25.66	26.73	27.72	28.73			

* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Engineering/Seattle Transportation/SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

** City recognized the Union for this title. If positions are created the salary will have to be negotiated.

*** The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid $1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix C

Senior Business Unit

Hourly Base Wage Rates as of December 29, 2004:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	18.89	19.67	20.42	21.20	22.00
Customer Service Representative, Supervisor	21.06	21.87	22.69	23.58	24.52
Electrical Service Representative, Supervising	25.66	26.73	27.72	28.73	29.87
Meter Reader, Supervisor	21.19	22.05	22.94	23.84	24.79
Utility Account Representative Supervisor I	23.30	24.22	25.18	26.19	27.24
Utility Account Representative Supervisor II	25.18	26.19	27.24	28.26	29.32
Utility Accounts, Supervisor	22.43	23.30	24.22	25.16	26.18
Utility Collection Supervisor, Assistant	21.20	22.00	22.88	23.75	24.67

INTERNATIONAL FEDERATION OF
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LOCAL #17

Appendix D

Senior Professional Unit

Hourly Base Wage Rates as of December 29, 2004:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	31.08	32.28	33.55	34.81	36.13
Civil Engineer, Senior	31.96	33.20	34.45	35.85	37.21
Civil Engineer, Supervisor	33.69	34.97	36.30	37.64	39.07
Civil Engineering Specialist, Senior		31.34	32.60	33.81	35.11
Civil Engineering Specialist, Supervisor		32.84	34.10	35.37	36.75
Contract Payments, Supervisor	31.41	32.60	33.85	35.21	36.54
Economist, Senior	31.08	32.28	33.55	34.81	36.13
Electrical Engineer, Senior	31.96	33.20	34.45	35.85	37.21
Electrical Engineer, Supervisor	33.69	34.97	36.30	37.64	39.07
Electrical Engineering Specialist, Senior		31.34	32.60	33.81	35.11
Electrical Engineering Specialist, Supervisor		32.84	34.10	35.37	36.75
Electrical Power Systems Engineer	34.22	35.71	37.21	38.70	40.18
Electrical Power Systems Engineer, Principal	36.07	37.65	39.22	40.77	42.34
Electrical Power Systems Engineer, Principal - Premium	39.67	41.41	43.14	44.85	46.58
Electrical Power Systems Engineer - Premium	37.66	39.29	40.93	42.57	44.21
Electrical Power Systems Engineer, Principal - Merit	43.91	45.48			
Electrical Power Systems Engineer, Principal - Premium Merit	48.31	50.04			
Electrical Power Systems Engineer - Merit	41.67	43.16			
Electrical Power Systems Engineer - Premium Merit	45.84	47.48			
Electrical Service Engineer	31.41	32.60	33.85	35.21	36.54

	Step 1	Step 2	Step 3	Step 4	Step 5
Geo-Technical Engineer	30.46	31.67	32.90	34.13	35.47
Landscape Architect, Senior	31.08	32.28	33.55	34.81	36.13
Mapping Supervisor	31.41	32.60	33.85	35.21	36.54
Materials Engineer, Senior	31.41	32.60	33.85	35.21	36.54
Materials/GeoTechnical Engineering, Supervisor	31.41	32.60	33.85	35.21	36.54
Mechanical Engineer, Senior	31.96	33.20	34.45	35.85	37.21
Mechanical Engineer, Supervisor	33.69	34.97	36.30	37.64	39.07
Mechanical Plans Engineer, Senior	31.67	32.90	34.13	35.47	36.75
Mechanical Plans Engineer, Supervisor	32.90	34.13	35.47	36.75	38.16
Power Analyst, Senior	31.41	32.60	33.85	35.21	36.54
Power Resource Engineer, Senior	31.41	32.60	33.85	35.21	36.54
Structural Plans Engineer, Senior	31.67	32.90	34.13	35.47	36.75
Structural Plans Engineer, Supervisor	32.90	34.13	35.47	36.75	38.16
Surveyor, Chief	31.41	32.60	33.85	35.21	36.54

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

Hourly Base Wage Rates as of December 29, 2004:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant		14.83	15.41	15.99	16.65	
Accounting Technician I		16.35	16.92	17.59	18.22	
Accounting Technician II		17.59	18.22	18.89	19.67	
Accounting Technician III		19.29	20.01	20.81	21.63	
Accounting Technician, Supervisor		20.81	21.63	22.43	23.30	
Administrative Specialist I		16.35	16.92	17.59	18.22	
Administrative Specialist II		17.59	18.22	18.89	19.67	
Administrative Specialist III		18.89	19.67	20.42	21.20	
Administrative Support Assistant		14.83	15.41	15.99	16.65	
Administrative Support, Supervisor		20.01	20.81	21.63	22.43	
Admissions Personnel Dispatcher		16.65	17.25	17.93	18.54	
Customer Service Representative		17.77	18.50	19.14	19.91	
Customer Service Representative, Senior		19.14	19.91	20.67	21.46	
Customer Service Representative, Trainer		18.59	19.29	20.04	20.84	
Electrical Sales Order Processor		15.99	16.65	17.25	17.93	
Information and Referral Specialist		16.35	16.92	17.59	18.22	
Office Aide			12.06	12.48	13.02	
Office Assistant	12.48	13.02	13.51	14.01	14.54	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Equipment Operator		14.83	15.41	15.99	16.65	
Parks Special Events Scheduler	18.22	18.89	19.67	20.42	21.20	
Parks Special Events Scheduler, Senior	19.67	20.42	21.20	22.00	22.88	
Police Data Technician		16.92	17.59	18.22	18.89	
Police Data Technician, Senior		17.93	18.54	19.29	20.01	
Police Data Technician, Supervisor		20.01	20.81	21.63	22.43	
Police Data Technician Trainee		15.41	15.99	16.65	17.25	
Retirement Specialist, Assistant		17.25	17.93	18.54	19.29	
Training and Education Coordinator, Assistant***	18.54	19.29	20.01	20.81	21.63	
Utility Account Representative I	18.27	18.89	19.67	20.41	21.21	22.05
Utility Account Representative II	19.67	20.41	21.21	22.05	22.94	23.87
Utility Account Representative Trainee	16.88	17.59				

Section 2. The scope of the Administrative Support bargaining unit includes only the following departments:

Finance**
City Light
Department of Planning and Development
Seattle Department of Transportation
Fire
Fleets and Facilities
Office of Housing
Human Services
Office of Civil Rights
Neighborhoods
Parks and Recreation
Police
Retirement System
Seattle Center
Seattle Public Utilities

** Applicable to only those positions as mutually agreed to by Memorandum of Agreement, dated March 26, 2002.

*** The scope of Union representation for the title of Assistant Training and Education Coordinator is limited to positions in the Fire Department.

SEATTLE MUNICIPAL COURT
and
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #17

Appendix F

This Appendix expresses the agreement between the International Federation of Professional and Technical Engineers, Local 17 and the Seattle Municipal Court (with authority pursuant to General Rule 29), where the Judicial retains authority and responsibility for non wage related matters for employees covered by this agreement.

All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees for the duration of this collective bargaining agreement.

Disputes between the Seattle Municipal Court and the City of Seattle as to whether a particular subject is a non-wage related matter or a wage related matter will be submitted by the Seattle Municipal Court and the City of Seattle to a qualified and mutually agreed upon arbitrator for resolution.

Signed this 8 day of 9, 2005.

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

Joseph L. McGee, Executive Director

Jennifer Tran, Union Representative

SEATTLE MUNICIPAL COURT

Fred Bonner, Presiding Judge

Julie McCarty, Labor Negotiator

121888

AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

Information Technology Professional Unit

Effective through December 31, 2007

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

Information Technology Professional Unit

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL #17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this agreement who work at Seattle Municipal Court, the Executive has authority over all wage and wage-related issues, while the Judicial has authority over all non-wage and non-wage related issues. All wage and wage-related provisions of this Agreement apply to Seattle Municipal Court employees. All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees only to the extent they are agreed to by the Presiding Judge of Seattle Municipal Court in Appendix B.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3. The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that when the City recruits externally to fill vacant positions, the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees doing the work encompassed by the job classification of Information Technology Professional B and Information Technology Professional C in the following departments: City Light, Police, Seattle Transportation, Human Services, Fire, Fleets and Facilities, Finance, Seattle Public Utilities, Municipal Court, Office of Housing and Neighborhoods.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications that involve the performance of represented Information Technology work and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

G. The 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 budgeted 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.

H. The term "*interim basis*" shall be defined as an assignment of an employee or employees to fill a vacancy in a budgeted position for a short period while said position is waiting to be filled by a regularly appointed employee.

ARTICLE 3 -- RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following conditions: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability. A peak load need shall be defined as the need for the performance of a short-term body of work.

If the City has a need to fill a short-term body of work, the assignment will be filled in the following order:

1. If the body of work can be performed by a regular employee within the same Department, then those qualified regular employees shall be considered for the opportunity.
2. If no regular employee is available, then the City shall next endeavor to hire a temporary employee.
3. If there are no temporary employees available to fill peak work load situations, the City shall then hire a contractor whose assignment shall not exceed 6 months unless notification is provided in advance to the union.

When the City determines a need to deploy contracting services, the City will commit to backfill regular employees where possible. Backfill is defined as the deployment of human services in temporary assignments to free regular employees for temporary assignments, skill development and career opportunity.

Determination as to (1), (2), or (3) above shall be made by the department head or designee involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head or designee involved to contract out work under this provision, the Union shall be given 30 days advanced notice except in exigent circumstances. The department head or designee involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors throughout the appropriate departments in the terms of the nature of work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.

3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4 Any performance standards used to measure the performance of employees shall be reasonable.

4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do

so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are "*grandfathered* "per the letter of recognition dated November 6, 2000) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and intake fees to a 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.

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the

employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

5.6 On or about May 1 of each calendar year, the City will provide the Union with a current listing of all employees within its bargaining unit.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

6.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

6.6 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within fifteen (15) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Executive Director or his/her designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date , the City Director of Labor Relations,

the appropriate division head and the appropriate Executive Director or his/her designee shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of the notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within fifteen (15) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department

head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within thirty (30) days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

The City and the Union may, through mutual agreement, submit the issue to mediation/arbitration with a mediator/arbitrator selected by the parties.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement or by alternately striking names, an arbitrator to hear the parties' dispute. The City and the Union hereby agree to formulate and maintain a list of mutually acceptable arbitrators from which the selection will be made. This list shall be valid for the term of this Agreement and any extensions thereof but shall be subject to modification by mutual written agreement of the City and Union.

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.7 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen (15) business days or less prior to the initial filing of the grievance.

6.8 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) working days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed six [6] months from the date of receipt of the grievance) when a proposed classification determination report responding to the grievance will be sent to the Union.

   The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

   1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

   2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

ARTICLE 7 - WORK STOPPAGES

7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

8.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

A. An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall

List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

8.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

ARTICLE 9 – CLASSIFICATION AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendix, which is attached hereto and made a part of this Agreement.

9.2 Effective December 29, 2004, members' individual rates of pay shall receive either the market adjustment established for the IT Professional B's and C's or 2.5%, whichever is greater.

9.3 Effective December 28, 2005, the rates of pay, referenced in 9.2 above shall be increased by the greater of either the market adjustment established for the IT Professional B's and C's or 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

9.4 Effective December 27, 2006, the rates of pay, referenced in 9.3 above shall be increased by the greater of either the market adjustment established for the IT Professional B's and C's or 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

9.4.1 For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

9.4.2 In the event the "*Consumer Price Index*" becomes unavailable for purposes of computing any one (1) of the above-mentioned increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

9.4.3 The Union may appoint an equal number of labor representatives as City representatives to the Salary Survey Committee.

9.5 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

9.6 Annual Salary Review

Management shall conduct an annual salary review for each of their subordinate employees at least once every twelve (12) months. In conducting the review, the manager shall consider whether there has been individual learning curve changes, or a change in duties, responsibilities, or complexity. The manager shall also consider salary survey data collected by the City that may indicate that a change in pay is appropriate. If it is determined that a change in salary is appropriate, the department director or his/her designee shall submit a completed Salary Placement Authorization Form to the Personnel department within twenty (20) business days.

9.7 Salary Placement Review Process

The process defined in this provision shall be the sole and exclusive process available to employees represented by the Union with respect to the review and resolution of a dispute concerning the issues set forth in Step 1, below, and the parties acknowledge and affirm that nothing associated therewith shall be subject to review by the Civil Service Commission. This restriction on review by the Civil Service Commission shall not be interpreted to restrict rights employees have under the City Charter and other relevant laws.

Step 1 - If an employee believes their compensation is not equitable or that there has been a substantive change in duties, responsibility, complexity, or difficulty that could result in a change in salary placement within the assigned Information Technology Professional pay band, the employee may submit in memorandum format a request for review outlining the reasons for the request to their Department Director or designee. The Department Director or designee will respond to the employee in writing within forty-five (45) business days.

Step 2 – If the Department Director's written response does not resolve the appeal, the Union or the employee may submit a request for review by the Salary Placement Review Board in written form with the same information specified in Step 1 above to Personnel Department's Classification/Compensation Director with a copy to the Union and the City Director of Labor Relations. The appeal request shall be forwarded within ten (10) business days after receipt of the Step 1 answer.

Step 3 – The Classification/Compensation Director will, whenever possible, within ten (10) working days of receipt of the request for review arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Salary Placement Review Board will consist of the Classification/Compensation Director, an Information Technology Director from the employee's Department or the Department Director's designee, and an Information Technology Director from an unaffected department chosen by mutual agreement or by alternately striking names. The employee's direct supervisor is not a permissible member of the Board. The Board will make a recommendation to the Personnel Director within forty-five (45) business

days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. The Personnel Director's determination is final and binding. If within fifteen (15) business days, the Personnel Director does not affirm the finding of the Review Board and does not refer the recommendation back to the Board for further review, the recommendation stands.

Any time limits stipulated in the above process may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

The above decision may be subject to the grievance process per Section 6.6 on the basis of the decision being arbitrary, capricious or illegal.

9.8 A. Every position in the bargaining unit shall be classified at the direction of the Personnel Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and

3. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. An example of a typical task or a combination of two or more examples shall not be taken as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Personnel Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any

specification "*and to perform related work as required*" shall be liberally construed.

9.9 A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.

B. When a position is reclassified to a class of a higher level, the Personnel Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Personnel Director finds:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Personnel Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.

D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Personnel Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Personnel Director, they may remain in the reclassified position for a temporary period as limited by the Personnel Director only until transferred to another position in the class in which they have regular standing.

E. Hours worked out-of-class shall apply toward seniority within the class for purposes of layoff if the employee is appointed, or their position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

F. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time Information Technology Professional C or B position to a position in a class having a lower non-broadband salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.

G. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time Information Technology Professional C or B position to a position in a class having a lower non-broadband salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. An employee reduced from a regular full-time or part-time Information Technology Professional C or B position to a position within the broadband shall receive at least the salary rate associated with the lower position in the broadband class. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "*incumbent*" for so long as they remain in such position or until the regular salary for the lower class exceeds the "*incumbent*" rate of pay.

H. 1. When a position is reclassified to a new or different non-broadband 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.

2. When a position is reclassified to a new or different non-broadband class, and if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different non-broadband class, the employee shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the classification exceeds the "*incumbent*" rate of pay.

3. When a position is reclassified to a new or different broadband class, and if the employee's salary prior to reclassification is higher than the salary identified for the position within the broadband, they shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the position exceeds the "*incumbent*" rate of pay.

ARTICLE 10 - EMPLOYMENT PROCESS

10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

10.1.2 Exceptions to the requirement in 10.1 are:

A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);

B. Fill from a Reversion Recall List (Section 8.4F);

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work--if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

10.1.3 The Personnel Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

10.2 The Personnel Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements will specify union membership requirements.

10.3 The Personnel Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Personnel Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.

10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

10.5.2 On a quarterly basis, for the preceding quarter, the City will provide the Union with a report that will show the number of requests to fill positions affirmatively, actions taken to respond to each request, and the outcome of each request.

10.6 The Personnel Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

10.7 The Personnel Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Personnel Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting

plans or formal preparation programs; additional training resources; and development of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Personnel Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Personnel Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION AND LIMITED TERM ASSIGNMENTS

11.1 Employees who are temporarily assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly out of the scope of an employee's regular duties for a period of four consecutive hours or longer, shall receive an adjustment in pay to reflect the newly assigned duties. The rate of pay associated with the limited term assignment or out of class opportunity shall be established prior to the offering of the assignment.

11.2 Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level position with no change to their regular pay rate.

11.3 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

11.4 Out-of-class and limited term assignments shall be formally assigned in advance of the out-of-class or limited term assignment opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class or limited term assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own position, if the employee is not formally assigned to perform the duties on an out-of-class or limited term assignment basis.

11.5 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 or limited term assignment role in a bona fide emergency, the individual may apply to their department head for retroactive payment of out-of-class or limited term assignment pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.6 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification or a limited term assignment. Employees must meet the minimum qualifications of the higher class or limited term assignment and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class or assignment. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6)

month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.

12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

12.7 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.

12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

12.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

12.12 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

ARTICLE 13 - HOLIDAYS

13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.

13.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and, in addition shall be paid at the rate of one and

one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.

13.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

ARTICLE 14 - LEAVES

14.1 A. Sick Leave - Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

1. Illness or injury that prevents the employee from performing their regular duties.

2. Disability of the employee due to pregnancy and/or childbirth.

3. Employee medical or dental appointments.

4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or healthcare appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.

5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3

6. An employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

Abuse of sick leave shall be grounds for suspension or dismissal.

B. 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 their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

D. Wellness Incentive Plan – Employees who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.) This plan will terminate at the end of the "payroll year" in 2007.

14.2 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Personnel Director or their designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or their designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Personnel Director or their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

14.4 Conditions Not Covered - Employees shall not be eligible for sick leave:

A. When suspended or on leave without pay and when laid off or on other non-pay status.

B. When off work on a holiday.

C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

B. Notification While on Paid Vacation or Compensatory Time Off: - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

C. Filing Application: - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if they are absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. Each supervisor and foreman shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

D. Claims to be in Hours: - Sick leave shall be claimed in hours to the nearest full hour, a fraction of less than one-half (1/2) hour being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

E. Limitations of Claims: - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.

14.6 Industrial Injury or Illness

A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated,

except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.

C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.

E. Such compensation shall be authorized by the Personnel Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.6A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.6A.

G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

H. Sick leave shall not be used for any disability herein described except as allowed in Section 14.6A.

I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

14.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid

absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize leave for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, 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.

14.8 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

14.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

14.10 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "*household*" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee.

The "*day*" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

14.11 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.

C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

ARTICLE 15 - HEALTHCARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE

15.1 Effective January 1, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Columbia Dental Service and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2005, 2006 and 2007, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

15.1.1 For calendar years 2006 and 2007, during the term of this Agreement, the City shall pay up to 107% of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee, for any of the medical, dental and vision plans agreed upon by the Committee. Costs above 107% shall be covered by Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.

15.1.3 Effective January 1, 1999, new, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

15.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

C. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90)day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90)day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

15.4 Long-term Care - The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

15.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 - RETIREMENT

16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 17 - UNION REPRESENTATIVES

17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.

17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

17.6 Employee's Time at the Bargaining Table – Effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status without the Union having to reimburse the City for the cost of their time, provided that the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall <u>not</u> be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the Union includes more than two (2) employees per negotiations session as members of the Union's bargaining team during the respective employee's work hours or the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 18 - SAFETY STANDARDS

18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.

18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.

18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.

18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.

ARTICLE 19 – HOURS OF WORK

19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday.

19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour.

19.4 All work performed in excess of forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

Employees may make necessary adjustments when approved by the City in their normal daily work hours to avoid working in excess in forty (40) hours in a work week.

19.5 Emergency Call Back - An employee covered by this Agreement who is not on standby status, but is called back to work and/or is required to log in on an off-site computer after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours pay at the applicable overtime rates.

19.5.1 Definition of an Emergency Call Back – An Emergency Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift , is not on standby status, and is required to report back to work and/or log in on an off-site computer prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Emergency Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.

19.6 Remote Call Back - Employees who are on standby pay status and can resolve an issue on the telephone will be paid at the standby rate; employees who remain on the phone for more than ten minutes and/or logs in on an off-site computer, will be paid

the appropriate overtime rate for no less than two hours. Employees who are contacted a second time - after the minimum two hours have expired, shall be compensated again at the appropriate overtime rate for a minimum two hour block of time.

19.7 Whenever possible, thirty (30) days advance notice shall be afforded employees covered by this Agreement when temporary shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

19.10 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated receipt for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars ($6.00) in lieu of reimbursement for the meal.

B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:

1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.

2. In determining "*reasonable cost*," the following shall also be considered:

   a. The time period during which the overtime is worked;

   b. The availability of reasonably priced eating establishments at that time.

3. The City shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars ($6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

E. Meal Reimbursement while on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

19.11 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 13 of this Agreement.

E. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

F. Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 13.5 and 13.6).

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.

2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, be unpaid.

3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

Note: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

19.12 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.6.

19.13 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hour's regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

19.14 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

20.1 Transfer:

A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.

B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Personnel Director but must report any such transfer to the Personnel Department within five (5) days of its effective date.

C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Personnel Director's approval as follows:

1. Transfer in the same class from one department to another;

2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

   A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

   An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.

6. The Personnel Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction:

A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Personnel Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to their former status.

20.3 Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

20.4 Layoff for purposes of this Agreement shall be defined as:

The interruption of employment and suspension of pay of any regular, trial service, or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees *;

4. Trial service employees * (who cannot be reverted in accordance with Section 8.4B); or

5. Regular employees * in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for one or more of the reasons cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial 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.

C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.

D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.

G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.

8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

H. Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.

20.6 A. For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

a. Jury duty;

b. Disability incurred in line of service;

c. Illness or disability compensated for under any plan authorized and paid for by the City;

d. Service as a representative of a Union affecting the welfare of City employees;

e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

2. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

20.7 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 21 - BULLETIN BOARDS

21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

ARTICLE 22 - DISCIPLINARY ACTIONS

22.1 The City may suspend, demote, or discharge an employee for just cause.

22.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

22.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.

22.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.

22.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

ARTICLE 23 - LABOR-MANAGEMENT COMMITTEES

23.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management. By mutual agreement with management, the Union Representative may caucus with their committee members for a reasonable period of time prior to, during or after the meetings. The City and the Union recognize that labor-management committee training is valuable and encourage labor-management committees to pursue training to enhance their effectiveness.

23.1.1 Inter-department Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

23.1.2 Intra-department Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

23.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

23.1.4 During the term of this agreement, the Union or Management may raise topics including but not limited to assessment tools (Salary Placement Authorization Form, Point Factor Matrix and PDQ); career paths; and skills based management.

Note: 23.1.1, 23.1.2, 23.1.3, and 23.1.4 may include Union Representatives from other Unions.

23.2 The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of the City Unions will appoint a minimum of six (6) labor representatives and a maximum

equal to the number of management representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

23.3 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees ("EICs") no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

ARTICLE 24 -- GENERAL CONDITIONS

24.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars ($75.00) per month for all miles traveled from 01 to 185 miles and shall receive Forty point Five Cents ($.405) per mile for each additional mile.

An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is forty and a half cents (40 1/2¢) for all miles driven in the course of City business.

24.1.1 The cents per mile mileage reimbursement rate cited in Section 24.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 185, effective as the signing of this contract) as enumerated in Section 24.1 shall be adjusted to the figure derived by dividing $75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars ($30.00) per month while so assigned in lieu of the above mileage payment.

24.2 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday. Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

24.3 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.

24.4 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or

litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.

24.5 The City will 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.

24.6 Shift Differential Pay - An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	GRAVEYARD SHIFT
$.50 per hour	$.60 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

24.7 Early Mediation - The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the project or in an ADR process is entirely voluntary and confidential.

24.8 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

1. By payroll deductions spread over two (2) pay periods; or

2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a

minimum payroll deduction of not less than Twenty-five Dollars ($25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

24.9 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

24.10 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit

work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

Employee Parking: –

A. A joint Labor-Management Committee shall be established within two (2) months following ratification of the Tentative Agreement between the parties that contains this Memorandum of Understanding. Said Committee shall be composed of six (6) members appointed by the City and six (6) members appointed by the Coalition of City Unions. The purpose for said Committee shall be to mutually examine the issues associated with employee parking brought forward by both the City and the Coalition of City Unions with a commitment that a good faith effort will be made by the Committee to identify options to address the issues for submission to the Coalition of City Unions, the Mayor and the City Council not less than eight (8) months following the ratification of the Tentative Agreement referenced herein. As part of the deliberations of the Committee, the respective appointees (City and Union) shall be responsible for communicating with their respective constituents for the purpose of helping to insure that the options ultimately submitted by the Committee to the Coalition of City Unions, the Mayor and the City Council will be ratified.

B. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

C. The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

D. In exchange for all of the foregoing, the parties to this Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

ARTICLE 25 -- TRAINING

25.1 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

25.2 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by both the City and by the employees. The City will work with employees to develop individual training plans. The City is committed to working to address these training needs within the parameters of available resources.

B. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

C. It is in the best interests of both parties to have a well trained Information Technology workforce. To that end, a Joint Union Management Information Technology Training Committee shall be established to discuss the following topics in addition to mutually agreed upon agenda items:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities;

3. Discuss how employees will have equal access to appropriate and relevant training;

4. Identify and communicate opportunities for cross-training and mentoring; and

5. Explore and expand career growth opportunities for IT Professionals

The Joint Union Management Information Technology Training Committee shall consist of the members of the Human Resources Information Technology subcommittee, the Chief Technology Officer or his/her designee and representatives of the union. The Joint Union Management Information Technology Training Committee shall convene for two hours every other month or by mutual agreement.

1. The City shall create a Career Quest sub-fund consisting of $45,000 per year that will be available to members for contract years 2005, 2006 and 2007. Encumbered funds shall be carried forward for one year. A Labor/Management committee will determine the administration of the Career Quest sub-fund.

25.3 The union shall have two representatives on the Interdepartmental Technology Training Team (IT3).

ARTICLE 26 -- SUBORDINATION OF AGREEMENT

26.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

26.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 27 -- SAVINGS CLAUSE

27.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

27.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.

ARTICLE 28 -- ENTIRE AGREEMENT

28.1 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.

28.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 29 -- TERM OF AGREEMENT

29.1 This Agreement shall become effective upon execution by both parties or January 1, 2005, whichever is later, and shall remain in effect through December 31, 2007. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2007. 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.

29.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days notification of intent to terminate the existing Agreement.

Signed this 16th day of August, 2005.

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO

Joseph L. McGee, Executive Director

Jennifer Tran, Union Representative

Richard B Vincent
Bargaining Committee Member

Bargaining Committee Member

Tom Van Buren

CITY OF SEATTLE
Executed under authority of
Ordinance 121888
Resolution 30788.

Mayor

Director of Labor Relations

City Representative

City Representative

APPENDIX A

Hourly Base Wage Rates as of December 29, 2004

Information Technology Professional C	$24.28 - 36.42
Information Technology Professional B	$28.04 - 42.06

SEATTLE MUNICIPAL COURT
And
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17

Appendix B

This Appendix expresses the agreement between the International Federation of Professional and Technical Engineers, Local 17 and the Seattle Municipal Court (with authority pursuant to General Rule 29), where the Judicial retains authority and responsibility for non wage related matters for employees covered by this agreement.

All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees for the duration of this collective bargaining agreement.

Disputes between the Seattle Municipal Court and the City of Seattle as to whether a particular subject is a non-wage related matter or a wage related matter will be submitted by the Seattle Municipal Court and the City of Seattle to a qualified and mutually agreed upon arbitrator for resolution.

Signed this 22 day of August, 2005

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17, AFL-CIO

SEATTLE MUNICIPAL COURT

Coordinated Bargaining

TENTATIVE AGREEMENT

Between the City of Seattle
And
The Coalition of City Unions

May 25, 2005

A. WAGES

1. Effective December 29, 2004, wages will be increased 2.5%.
2. Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.
3. Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.
4. For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

B. HEALTH CARE

1. For the 2005 contract term, employee premium sharing and the status of the Rate Stabilization Fund shall be maintained as determined by the Health Care Committee at the last meeting of the Committee in September, 2004. In addition, The City will pay the equivalent of $1 million, annualized, for enhanced benefits implemented in 2005, which shall become a part of the "base" for the future City's cost obligations. The specific benefit enhancements will be determined by HC2. Further, the parties agree that eleven thousand dollars ($11,000) shall be utilized from the "Special" Rate Stabilization Fund (RSF) for the purpose of paying Aon Consulting to complete an analysis of the City's self-insured claims experience to identify potential Wellness and Disease Management Programs that would be best targeted to address the City's claims experience. Also, the parties commit to support Wellness and Disease Management Programs identified as a result of the Aon study for implementation in 2006, utilizing "Special" RSF through the Health Care Committee processes.

CITY CLERK

2. The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit I and by reference is incorporated herein) as follows:

   a) The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g. 2006 or 2007);
   b) The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;
   c) After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;
   d) **Intent: Plan designs are to be maintained during this Contract, not to be diminished.** The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);
   e) **Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums.** Use of resources from the RSF during either contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and
   f) No decision by the Health Care Committee shall be permitted that modifies the established percentages established in c), above.

C. VOLUNTARY EMPLOYEE BENEFIT ACCOUNT (VEBA)

1. Beginning in the 2006 year of the agreement, any ratified collective bargaining agreement that contractually requires the placement of all employee sick leave cash-out resources at retirement into a **VEBA** account for use by the respective employee for post-retirement health care costs as allowed under the IRS regulations associated with such accounts will include an increase in the cash-out value of sick leave at retirement from twenty-five percent (25%) to thirty-five percent (35%).

2005 CITY CLERK

2. In addition to the cash-out of sick leave at retirement as provided herein, on an annual basis during the month of January, commencing in January of 2006, any active employee who would have a sick leave balance of at least 240 hours following the cash-out of accrued sick leave as described as follows may, by execution of the appropriate payroll authorization, cash out up to fifty percent (50%) of the unused sick leave allocation said employee accrued during the prior fiscal year at the cash-out value of thirty-five percent (35%) for placement in said employee's **VEBA** account in accordance with and for the uses as provided by applicable IRS regulations associated with such accounts. For example, if a given employee had a sick leave balance of 288 hours on January 1, 2006, and said employee used two days of sick leave from January 1, 2005, through December 31, 2005, said employee could, by execution of the appropriate payroll authorization, cash out up to 40 hours of sick leave at a cash-out value of 35% for placement in the employee's **VEBA** account.

D. SUPPLEMENTAL PENSION PLANS

The City agrees to assess, on the basis of a specific proposal made by a Coalition Union either as part of the Coalition coordinated bargaining process or as part of the individual contract negotiations with a given Union, the acceptability to the City of a given supplemental pension proposal as a policy matter and respond promptly to the Union making such a proposal whether, and/or under what conditions, such a proposal would be acceptable.

E. SICK LEAVE

The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

The expressed purpose for the proposed modification of said definition shall be to allow an employee to use sick leave because of an illness, injury, or health care appointment of an employee's sibling or adult child, or the sibling or adult child of an employee's spouse or domestic partner, in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider.

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F. PAY FOR DEPLOYED MILITARY

All collective bargaining agreements established as a part of these negotiations shall be amended to include the following language:

"A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than ninety percent (90%) of their base pay as a City employee shall receive the difference between ninety percent (90%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

G. PERSONAL HOLIDAYS

If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") reports that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in the City's contribution level is required, the parties to this tentative agreement shall, upon the written request to the City by the Unions that are a party to this agreement, enter into negotiations solely and exclusively with respect to the issue of whether and/or to what extent and/or in what manner the number of Personal Holidays available to employees shall be increased.

H. EMPLOYEE PARTICIPATION IN CONTRACT NEGOTIATIONS

The following shall be incorporated into each collective bargaining agreement that is the result of the coordinated bargaining process with the Coalition of City Unions:

For All Coalition Unions Covered by a Corresponding Provision as Part of the 2001 Coalition Bargaining Process; and for Teamsters, Local 117, Evidence Warehouser/CSO's; and for WSCCCE, Local 21-P (PEO's)

The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

For Joint Crafts Council

The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for both Coordinated Bargaining with the Coalition of City Unions and bargaining on the Joint Crafts Council "boilerplate" language.
3. In addition to the above, no more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining on the Joint Crafts Council Appendices.
4. If the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

Established this 25th day of May, 2005.

THE CITY OF SEATTLE

Michael R. Schoeppach
Director of Labor Relations

Norma McKinney
Personnel Director

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SIGNATORY UNIONS

Scott Best, President
Seattle Police Dispatchers' Guild

George Duncalf, Business Representative
I.B.E.W., Local 46

Steve Bloom, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Brian Earl, President
G.C.I.U., Local 767-M

Dennis Conklin, Regional Director
Inlandboatmen's Union of the Pacific

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Bill Dennis, Staff Representative
W.S.C.C.C.E., Council 2 (Locals 2083 and 2083C) and Locals 21 and 21P

Bruce Heniken, Business Representative
I.U. Operating Engineers, Local 286

Natalie Kaminski, Union Representative
I.F.P.T.E., Local 17

DPS CITY CLERK

John L. Masterjohn, Business Manager
P.S.I.E., Local 1239

Ken Thompson, Business Representative
Teamsters, Local 763

Robert McCauley, Union Representative
Teamsters, Local 763

Wayne Thueringer, Business Representative
P.N.W.

Gary Powers, Business Representative
Boilermakers Union, Local 104

Beatrice Wells, President
Seattle Municipal Court Marshals' Guild
I.U.P.A., Local 600
Rowland D. Goff

Rick Sawyer, Secretary, Treasurer
UNITE H.E.R.E., Local 8

William Wickline, Business Representative
I.A.T.S.E., Local 15

Gregory Slaughter, Business Representative
Teamsters, Local 117

Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32

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Exhibit I

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and the
SIGNATORY UNIONS

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement (hereinafter, "MOA"), describes the processes and time frames agreed to between the City and the signatory Unions governing the medical, dental and vision, life, long term disability, long term care and employee assistance program benefits for all benefits-eligible employees represented by Unions that are a party to this MOA, including the changes thereto and premiums established through the Labor-Management Health Care Committee (hereinafter "Committee") in accordance with the provisions contained herein.

I. CONTRACTUAL PROVISIONS

Each Union that is a party to this MOA shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all benefits-eligible employees represented by said Union, including premiums and changes thereto, in accordance with the provisions of this MOA.

II. DEFINITIONS

As utilized in this MOA, the term "total average plan cost of medical, dental and vision premiums" means the cost of premiums not diminished by funds from the Rate Stabilization Fund applied to reduce City and employee costs, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments and the respective monthly premiums paid by those employees to determine the total monthly medical premiums. Divide the resulting total by the total number of employees covered by this MOA to determine the average monthly plan medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental and vision plan premiums derived from these calculations, add to this total the monthly amount utilized if any from the Rate Stabilization Fund referenced in IV, below, to reduce City and employee costs, and multiply by twelve to determine the total average plan cost, as referenced in this section, and sections VII and VIII, below.

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As utilized in this MOA, the term "average City cost of medical, dental and vision premiums" means the cost of premiums excluding resources from the Rate Stabilization Fund (hereinafter "Fund") and employee premium sharing, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments to determine the total monthly City medical premiums. Divide that total by the total number of employees covered by this MOA to determine the average monthly City medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly City medical, dental and vision plan premiums derived from these calculations and multiply by twelve to determine the average City cost, as referenced in this section, and sections VII and VIII, below.

III REQUIRED CITY CONTRIBUTION

For each program year of January 1, through December 31, after 2005, the City shall pay up to one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums for the previous January 1, through December 31, period towards the projected, increased premium costs of employee medical, dental and vision programs that have been approved by the Committee.

If the total average plan cost for medical, dental and vision premiums for a program year of January 1, through December 31, after 2005, is projected by the Labor-Management Health Care Committee to exceed one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous January 1, through December 31, program year, the matter shall be addressed as provided in section VII.

If the total average plan cost for medical, dental and vision premiums for a program year is projected to be less than one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous program year, the City shall only be obligated to pay that percentage increase in the average City cost of medical, dental and vision premiums paid by the City for the previous program year that is required to cover the projected increased total average plan cost for medical, dental and vision premiums.

IV. RATE STABILAZATION FUND

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other

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Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the number of employees that are represented by the Unions that are a party to this MOA.

V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

The Committee shall continue as previously established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this MOA, and six (6) voting representatives selected annually by the City. The Committee shall function as defined by the protocol and procedures previously established by the Committee or as hereinafter amended by the Committee.

VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility for the following:

a. Reviewing quarterly reports of fund activity for the Fund provided for in section IV, above.
b. Reviewing medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants. The benefits consultant shall participate in these reviews on at least a quarterly basis.
c. Determining benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants, and may share employee feedback on benefit issues.
d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.
e. Authorizing expenditures from the Fund to pay the cost for mailings to Union members, costs for special research and/or study reports referenced in b and c, above, that exceed the Personnel Department budget and/or the contract terms with consultants, and related costs associated with educational activities intended to positively impact plan cost.

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VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

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IX. AMENDMENTS

This MOA may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

X. DEFINITION OF THE TERM "AGREEMENT"

The definition of having reached an "agreement" as contemplated in sections VI, VII, VIII, and IX, above, shall mean that at least four (4) of the Labor members and four (4) of the City members of the Committee concur with the decision in question.

XI. TERM OF AGREEMENT

This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year anniversary date of their intent to amend this MOA through the collective bargaining process or withdraw as a party to which the terms of this MOA are applicable . In the latter case, the MOA shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

Signed this _____ day of June, 2005.

THE CITY OF SEATTLE

_____	_____
Michael R. Schoeppach Director of Labor Relations	Norma McKinney Personnel Director

THIS CITY CLERK

SIGNATORY UNIONS

Scott Best, President
Seattle Police Dispatchers' Guild

George Duncalf, Business Representative
I.B.E.W., Local 46

Steve Bloom, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Brian Earl, President
G.C.I.U., Local 767-M

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Norma McKinney/David Bracilano
July 13, 2005
PERSCoalitionTentativeAgreement2005-2007FiscalNote
Version #2

Form revised December 9, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/4-7874 Sarah Butler/4-7929	Ellen Schroer/3-9841

Legislation Title:
AN ORDINANCE conditionally authorizing the Mayor to sign and/or execute individual collective bargaining agreements by and between the City of Seattle and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2007; and providing payment therefor.

Summary of the Legislation:
The attached Council Bill authorizes the Mayor to execute a Tentative Agreement between the City of Seattle and the Coalition of City Unions (the Coalition) defining wages, benefits, and other conditions of employment. The Tentative Agreement provides a wage increase of 2.5 percent for 2005 and 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for August through June for 2006 and 2007. The Tentative Agreement also provides for up to 7 percent of annual healthcare cost increases to be paid by the City, with premium sharing of additional increases at 85 percent for the City and 15 percent for employees once the Rate Stabilization Fund has been exhausted. The City shall contribute one million dollars, annualized, for benefit enhancements, effective 2005. Under the Tentative Agreement, Coalition employees may elect to cash out half of sick leave balances annually and/or all of sick leave balances at retirement and transfer funds to a Voluntary Employee Benefits Association (VEBA) trust at a rate of 35 percent. (VEBA trusts may only be used to pay legally authorized healthcare costs for eligible future retirees and their dependents.)

Background: *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The Collective Bargaining Agreement between the Coalition of City Unions and the City of Seattle expired on December 31, 2004. The City and the Coalition of City Unions began negotiations in the summer of 2004 and continued through the winter of 2005. In April of 2005, the City and the Coalition entered into mediation as it became apparent that the parties could not come to an agreement, with the primary barrier being the sharing of risks and associated costs tied to future healthcare increases. After several weeks of working with a mediator, the City and the Coalition came to a tentative contract agreement.

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Please check one of the following:

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

__X__ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Appropriation
TOTAL				

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See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2005 Revenue	2006 Revenue
TOTAL				

Notes:

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions created by this legislation In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2005 Positions	2005 FTE	2006 Positions**	2006 FTE**
TOTAL							

* *List each position separately*
** *2006 positions and FTE are total 2006 position changes resulting from this legislation, not incremental changes. Therefore, under 2006, please be sure to include any continuing positions from 2005*

Notes:

- **Do positions sunset in the future?** *(If yes, identify sunset date):*

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Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name and Number	Department	Budget Control Level*	2005 Expenditures	2006 Anticipated Expenditures
			See Below	See Below
TOTAL				

** See budget book to obtain the appropriate Budget Control Level for your department.*

Notes:

Labor Relations developed the estimates below to approximate the 2005-07 costs of ratifying the new agreement. In the 3rd quarter of 2005, the Executive will submit supplemental budget legislation that will make the appropriation changes necessary to implement the agreement. The legislation will provide spending authority to adjust Departments' 2005 salary and benefits budgets for 2005. The fiscal note accompanying the legislation will provide a more detailed and precise costing as it will be based upon Departments' actual expenditures.

Cost items associated with the Tentative Agreement include wages and employment benefits for the Coalition as well as non-represented employees, who have historically received equal increases in compensation. Coalition members and non-represented employee wages will increase by 2.5 percent in 2005, and are projected to increase by 2.3 percent in 2006, and 2.4 percent in 2007. The aggregate salary for Coalition members and non-represented employees will grow from $454.7 million in 2004, to approximately $488.3 million in 2007. The City will incur costs for salary related benefits such as pension, social security, and medicare.

What is the financial cost of not implementing the legislation? *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

Without ratification of the Tentative Agreement, Coalition members and non-represented employees will continue to receive wages and benefits that became effective December 31, 2003.

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What are the possible alternatives to the legislation that could achieve the same or similar objectives? *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

None

Is the legislation subject to public hearing requirements: *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No

Other Issues (*including long-term implications of the legislation*):

None

Please list attachments to the fiscal note below:

CITY CLERK

121888

STATE OF WASHINGTON – KING COUNTY

--ss.

189227 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121878-121890

was published on

08/19/05

The amount of the fee charged for the foregoing publication is the sum of $ 178.88, which amount has been paid in full.

Subscribed and sworn to before me on

08/19/05

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. PAYNE
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT 24 2007
STATE OF WASHINGTON

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on August 8, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121890

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121889

AN ORDINANCE relating to the construction of new fire facilities; amending the 2005 Adopted Budget, including the 2005-2010 Capital Improvement Program (CIP); amending a CIP project; making appropriations to the Fleets and Facilities Department, from the Cumulative Reserve Subfund and the 2003 Fire Facilities Fund to pay for the construction of a new Fire Station 10; all by a three- fourths vote of the City Council.

ORDINANCE NO. 121888

AN ORDINANCE conditionally authorizing the Mayor to sign and/or execute individual collective bargaining agreements by and between the City of Seattle and the individual Unions which are part of the Coalition of City Unions to be effective through December 31, 2007; and providing payment therefor.

ORDINANCE NO. 121887

AN ORDINANCE relating to compensation for certain City officers and employees not covered by collective bargaining agreements and providing salary increases effective December 29, 2004; December 28, 2005; and December 27, 2006; and providing payment therefor.

ORDINANCE NO. 121886

AN ORDINANCE relating to City employment, to be known as the 2005 Pay Zone Ordinance, which adjusts the pay zone structures for the City's discretionary pay programs for the year 2005; provides for the Personnel Director to maintain consistency in pay administration for the Information Technology Professional program and sets the maximum of the pay zone as the limit for base pay setting in the Executive, Manager and Strategic Advisor Programs.

ORDINANCE NO. 121885

AN ORDINANCE superseding Ordinance121692 to authorize the Personnel Director to provide a wage supplement and health care benefits for employees who are mobilized by the United States Armed Forces for active military service.

ORDINANCE NO. 121883

AN ORDINANCE amending the 2005 Adopted Budget, including the 2005-2010 Capital Improvement Program (CIP); changing appropriations to various departments and from various funds in the Budget; making cash transfers between various City funds and subfunds; removing a 2005 budget proviso; amending the CIP for Seattle Public Utilities; and creating positions, of which one is exempt; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121882

AN ORDINANCE amending the 2005 Adopted Budget, including the 2005-2010 Capital Improvement Program (CIP); amending and creating new CIP projects; making appropriations to various departments, from the Cumulative Reserve Subfund and Transportation Operating Fund; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121881

AN ORDINANCE authorizing, in 2005, acceptance of funding from non-City sources; authorizing the Department of Executive Administration, the Department of Parks and Recreation, the Office of Policy and Management, the Seattle Fire Department, the Seattle Municipal Court, and the Seattle Police Department to accept specified grants and private funding.

ORDINANCE NO. 121880

AN ORDINANCE relating to assistance for the homeless, authorizing an agreement with the United States Department of Housing and Urban Development for additional funds available under the Stuart B. McKinney Homeless Assistance Act.

ORDINANCE NO. 121878

AN ORDINANCE relating to the City's Consolidated Plan for Housing and Community Development for 2005-2008; authorizing acceptance of grant funds from the United States Department of Housing and Urban Development for programs included in the City's Consolidated Plan for Housing and Community Development; decreasing appropriations in the 2005 Budget for activities under the Emergency Shelter Grant Program, HOME Program, Community Development Block Grant Program, and Housing Opportunities for Persons With AIDS program; amending City's Consolidated Plan to amend the 2005 Table of Proposed Projects component and the Housing Policies appendix, and revising Appendix P to such Plan to include a new Neighborhood Revitalization Strategy for Southeast Seattle and to delete such strategies for four other neighborhoods; authorizing the submission of revised Appendix P to the United States Department of Housing and Urban Development; authorizing other conforming amendments to the Consolidated Plan; allocating unused funds from prior years; and ratifying and confirming prior acts.

ORDINANCE NO. 121879

AN ORDINANCE relating to Seattle Center; authorizing the execution of an agreement between the City and IRIS Holdings, LLC ("IRIS") relating to the City's potential acquisition of certain rights-of-way through property located on Fifth Avenue North that IRIS has contracted to purchase from the City.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, August 19, 2005.

8/19(189227)