

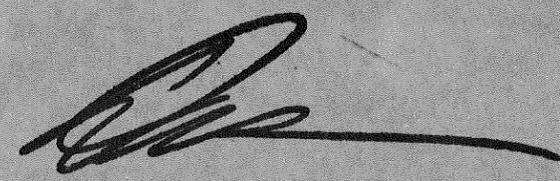
Ordinance No. 122329

Council Bill No. 115806

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2007.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____
Councilmember



Committee Action:

1-16-07 Passed 8-0 (Excused: Drago)

CF No. _____

Date Introduced:	<u>1.8.07</u>	
Date 1st Referred:	<u>1.8.07</u>	To: (committee) <u>Full Council</u>
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	<u>1-16-07</u>	Full Council Vote: <u>8-0</u>
Date Presented to Mayor:	<u>1- - 07</u>	Date Approved: <u>1-18-07</u>
Date Returned to City Clerk:	<u>1-26-07</u>	Date Published: <u>3090</u>
		T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

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

Law Department

Law Dept. Review
 OMP Review
 City Clerk Review
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ORDINANCE 122329

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2007.

WHEREAS, a collective bargaining agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21P, as the representative of the Parking Enforcement Officers, expired December 31, 2004; and

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

WHEREAS, Ordinance No. 121888 conditionally authorized the Mayor to sign and/or execute a collective bargaining agreements that are consistent with the Coordinated Bargaining Tentative Agreement attached to that ordinance, and Ordinance No. 121885 authorized the Personnel Director to provide a wage supplement for employees mobilized by the United States Armed Forces for active military service; and

WHEREAS, the City and the Washington State Council of County and City Employees, Local 21P agreed upon a wage increase beyond the wage increase provided to the Coalition of City Unions, to be effective December 27, 2006, and which shall be paid for by savings in labor costs and revenue generated by negotiated changes to employee scheduling practices; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute an Agreement by and between the City of Seattle and Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2007, substantially in the form



1 attached hereto as Attachment 1, provided that the Collective Bargaining Agreement has been
2 ratified by the Union which is a party to the agreement being signed.

3 Section 2. Pursuant to the attached Collective Bargaining Agreement, the following
4 wage rates for the job title of Parking Enforcement Officer are established, effective December
5 27, 2006:

6 Parking Enforcement Officer: \$19.88 - \$20.51 - \$21.27 - \$21.93 - \$22.73
7

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

11 Section 4. Any act consistent with the authority and prior to the effective date of this
12 ordinance is hereby ratified and confirmed.
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1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 16th day of January, 2007, and signed by me in
5 open session in authentication of its passage this 16th day of January 2007
6

7 
8 _____
9 President _____ of the City Council

10 Approved by me this 18th day of January, 2007
11

12 
13 _____
14 Gregory J. Nickels, Mayor

15 Filed by me this 26th day of January 2007
16

17 
18 _____
19 City Clerk

20 (Seal)

21
22
23
24 Attachment 1: Agreement by and between the City of Seattle and Washington State Council of
25 County and City Employees Local 21P
26
27
28

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FILED
CITY OF SEATTLE

2006 APR -7 AM 11:17

CITY CLERK

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, LOCAL 21

Effective January 1, 2005, through December 31, 2007

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AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, LOCAL 21

PREAMBLE

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

ARTICLE 1 - NONDISCRIMINATION

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, or sexual orientation.
 - 1.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
 - 1.1.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND
TEMPORARY EMPLOYMENT

- 2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix A and Appendix B of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:
- 2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 2.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service.
- 2.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 2.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 2.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 2.1.6 The 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.
- 2.1.7 The term "interim basis" shall be defined as an assignment of an employee or employees to fill a vacancy in a budgeted position for a short period while said position is waiting to be filled by a regularly appointed employee.

- 2.2 All provisions expressed in Chapter 11.0 of the Personnel Rules shall govern the utilization and management of temporary assignments, except where as they are inconsistent with the expressed terms of the collective bargaining agreement.
- 2.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.3; 2.3.1; 17.1.5; 17.3; 17.3.1; 19.1; Article 4, Union Security, Section 4.1.2; and Article 5, Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.
- 2.3.1 Temporary employees 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.
- 2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. The City will furnish the Union with a copy of such a training plan(s) if it affects bargaining unit employees prior to implementation.
- 2.5 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs, and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 2.5.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and, upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the

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

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

- 20.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap, provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.
- 20.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.
- 20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 18.

ARTICLE 21 - GENERAL CONDITIONS

- 21.1 City Light/Skagit -- When City Light employees are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.
- 21.1.1 Employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, when employees normally assigned to either Gorge Powerhouse or Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in department vehicles or vessels on department time. Travel time shall not be paid when suitable board and lodging are available at Ross.
- 21.1.2 During extreme weather conditions, Skagit employees shall be allowed to report to the closest City Light facility for their workday.
- 21.2 Solid Waste Field Operations Division (Seattle Public Utilities) -- Employees within the Solid Waste Field Operations Division classified as Heavy Truck Driver (long-haul drivers) shall pick their shift assignments on the basis of length of service; provided, however, that "shift trading" shall continue in accordance with past practice within the Solid Waste Field Operations Division. Shift selection under this provision shall be conducted twice each year, once during the month of April and again during the month of October. In addition, shift selection will also be conducted when there is a business need or when a Heavy Truck Driver (long-haul driver) position in the Solid Waste Field Operations Division becomes vacant, provided the Seattle Public Utilities has determined the need to fill the position. Shift selection based on business need may be expressed by Management or the Union and must be mutually agreed upon. If a shift selection has been conducted to fill a vacancy or for a business need up to two (2) months prior to the month of April or October, the regularly scheduled shift selection may be canceled by mutual agreement between Management and the Union.
- 21.2.1 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Heavy Truck Driver within the Solid Waste Field Operations Division; provided, however, any employee who is so appointed on or after September 1, 1975, who immediately preceding said appointment had been employed in the Solid Waste Field Operations Division in another classification or status, shall have all time worked as a "temporary," "as needed," or "provisional" Heavy Truck Driver within the Solid Waste Field Operations Division counted toward establishing his/her seniority for shift pick purposes; provided, further, time worked in the status of "temporary," "as needed," or "provisional" as described above

will only be counted for the current year and prior calendar year immediately preceding the regular appointment as a Heavy Truck Driver within the Solid Waste Field Operations Division.

21.2.2 Employees classified as Scale Attendant shall pick their shift assignments on the basis of length of service. Shift selection under this provision shall be conducted twice each year, once during the month of April and again during the month of October. In addition, shift selection will also be conducted when there is a business need or when a Scale Attendant position in the Solid Waste Operations becomes vacant, provided the Seattle Public Utilities has determined the need to fill the position. Shift selection based on business need may be expressed by Management or the Union and must be mutually agreed upon. If a shift selection has been conducted to fill a vacancy or for a business need up to two (2) months prior to the month of April or October, the regularly scheduled shift selection may be canceled by mutual agreement between Management and the Union.

21.2.3 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Scale Attendant within the Solid Waste Field Operations Division; provided, however, an employee who is so appointed on or after January 1, 1992, who, immediately preceding said appointment, had been employed in the Solid Waste Field Operations Division as a "temporary," "as needed," or "provisional" Scale Attendant, shall have such service counted toward establishing his/her seniority for shift pick purposes; provided, further, time worked in the status of "temporary," "as needed," or "provisional" as described above will only be counted for the current year and prior calendar year immediately preceding the regular appointment as a Scale Attendant within the Solid Waste Field Operations Division. Current employees who feel they are eligible for an adjusted length of service for this purpose must indicate their eligibility for this service credit within thirty (30) calendar days of the signing of this Agreement in 1992. New employees must claim such eligibility within one (1) year of their regular appointment. If such claims are not timely made, the service credit will not be counted in determining the employee's seniority date for the above purpose.

21.2.4 The City and the Union have mutually agreed to the following load weight guidelines for garbage and yard waste truck load rates:

<u>Material</u>	<u>Range</u>	<u>Target</u>
Garbage	26 tons - 28 tons	27 tons
Yard Waste	17 tons - 19 tons	18 tons

The parties recognize that load weights may vary and that these amounts are not intended to reflect absolute minimums or maximums, but rather, shall serve as

guidelines to best ensure the safe transportation of material. The City reserves its right to adjust load weights in the future. However, in the interest of cooperative labor relations, every effort will be made to provide Local 21 with notice prior to implementing such changes. The City will work cooperatively with Local 21 to monitor these guidelines, including future labor-management meetings should the need arise.

21.3 Department of Executive Administration -- Employees classified as Animal Control Officers within the Animal Control Section shall pick their hours of work and days off on the basis of length of service. Selection under this provision shall be conducted at least once per calendar year. The annual selection shall be accomplished during the month of August so as to become effective during the first part of September. In addition, shift selection will also be conducted when a bargaining unit position becomes vacant, provided the department has determined the position will be filled. Also, an exception to this procedure will be allowed for purposes of placing a probationary employee on a shift with staffing available for backup consisting of two or more non-probationary employees. The assignment made in this manner will not exceed ninety (90) work days in length, after which the shift selection process will be conducted.

21.3.1 Length of service for the above purpose shall be computed from the date when an employee is appointed as a regular Animal Control Officer within the Department of Executive Administration.

Note: See 7.6 and 7.6.1.

21.3.2 The Union and the City hereby agree that a proper visual image of employees of the Animal Control Section to the public is essential, and, as such, employees are required to wear the uniforms and/or apparel provided and encouraged to wear the recommended wearing apparel.

21.3.3 If an Animal Control Officer II is assigned to lead a public employment program crew (as referenced in Article 2.5) in a "pet canvas" program, the Animal Control Officer II will be paid an additional Fifty Cents (\$.50) per hour while so assigned.

All Departments

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

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

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

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

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

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

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

ARTICLE 22 - DISCIPLINARY ACTIONS

- 22.1 The City may discipline, suspend, demote, or discharge an employee for just cause.
- 22.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning, which shall be accompanied by a notation in the employee's personnel file;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.

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

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

ARTICLE 23 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

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

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

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

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

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

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

ARTICLE 24 - SUBORDINATION OF AGREEMENT

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

ARTICLE 25 - SAVINGS CLAUSE

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

ARTICLE 26 - ENTIRE AGREEMENT

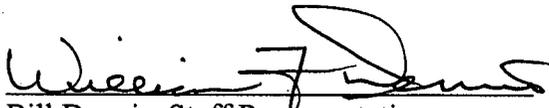
- 26.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 26.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect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

ARTICLE 27- TERM OF AGREEMENT

27.1 This Agreement shall become effective on January 1, 2005, and shall remain in effect through December 31, 2007. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2007. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this 31st day of March, 2006

WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 21


Bill Dennis, Staff Representative

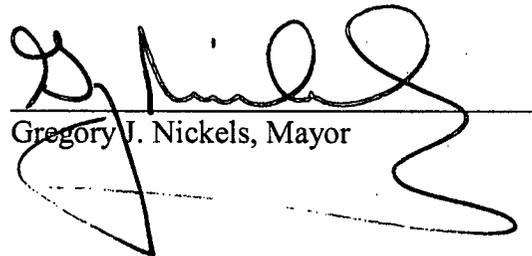

Chris Luedke, President, Local 21

CITY OF SEATTLE

Executed under authority of

Ordinance No. 121888

Resolution No. 30855


Gregory J. Nickels, Mayor

APPENDIX A

1.1

Effective December 29, 2004

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Animal Control Officer I	18.21	18.86	19.64		
Animal Control Officer II	19.89	20.65	21.43		
Radio Communications Specialist	23.30	24.22	25.16	26.18	27.21
Radio Dispatcher	17.59	18.22	18.89	19.67	
Scale Attendant	16.35	17.02	17.69	18.40	
Spay and Neuter Technician	18.22	18.89	19.67		
*Truck Driver	21.41	22.28			
Truck Driver, Heavy	22.50	23.42			

*A Truck Driver, when assigned to operate or pull the following equipment or when assigned to operate any vehicle requiring a Class A State Commercial Driver's License, shall, while so engaged, receive the hourly equivalent at the rate of Truck Driver, Heavy:

- A. Any trailer with a manufacturer's gross vehicle weight rating of more than 10,000 pounds;
- B. A truck-mounted crane for pick-up or delivery of material or steel plates at the job site; or
- C. Tank Distributor Truck #E-96 or its replacement.

**A Truck Driver, when assigned to pull a "lowboy" or "oversize" piece of equipment shall receive a Ninety Cents (\$.90) per hour premium while so assigned.

1.2

Effective December 28, 2005

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Animal Control Officer I	18.63	19.29	20.09		
Animal Control Officer II	20.35	21.12	21.92		
Radio Communications Specialist	23.84	24.78	25.74	26.78	27.84
Radio Dispatcher	17.99	18.64	19.32	20.12	
Scale Attendant	16.73	17.41	18.10	18.82	
Spay and Neuter Technician	18.64	19.32	20.12		
*Truck Driver	21.90	22.79			
Truck Driver, Heavy	23.02	23.96			

*A Truck Driver, when assigned to operate or pull the following equipment or when assigned to operate any vehicle requiring a Class A State Commercial Driver's License, shall, while so engaged, receive the hourly equivalent at the rate of Truck Driver, Heavy:

- A. Any trailer with a manufacturer's gross vehicle weight rating of more than 10,000 pounds;
- B. A truck-mounted crane for pick-up or delivery of material or steel plates at the job site; or
- C. Tank Distributor Truck #E-96 or its replacement.

**A Truck Driver, when assigned to pull a "lowboy" or "oversize" piece of equipment shall receive a Ninety Cents (\$.90) per hour premium while so assigned.

APPENDIX B

1.1

Effective December 29, 2004

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Janitor	14.54	15.12	15.66		
Janitor, Lead	15.66	16.35	16.92		
Window Cleaner	18.54	19.29	20.01		

1.2

Effective December 28, 2005

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Janitor	14.87	15.47	16.02		
Janitor, Lead	16.02	16.73	17.31		
Window Cleaner	18.97	19.73	20.47		

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

- 16.3 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 16.3.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.
- 16.4 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the Employer. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. The Union shall be provided a copy of correspondence to an employee concerning anticipated application of this Section.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday, and five (5) consecutive days within seven (7) consecutive days shall constitute a workweek of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.
- 17.1.1 Meal Period -- Employees shall receive a meal period that shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.
- 17.1.2 Rest Breaks -- Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.
- 17.1.2.1 Upon mutual agreement between the affected employee and his/her supervisor, janitors in the Fleets and Facilities Department and employees in the Animal Control Division may forego their morning and/or afternoon rest break (consisting of fifteen (15) minutes each) and combine the break with their regularly scheduled lunch period. Either the employee or supervisor may discontinue this practice with advance written notice to the other party.
- 17.1.3 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 17.1.1 and 17.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.
- For periods of less than thirty (30) days, a continuous eight (8) hour shift may be implemented by mutual agreement of the department head or his/her designee and the Union Staff Representative. The department head designee shall be at the level of at least a division director.
- 17.1.4 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work

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

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

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

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

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

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

Example:

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

- 17.1.6.1 Definition of an Emergency Call Back -- A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift, and the Call-Back provision shall not apply.
- 17.1.6.2 Extended Emergency Situations -- In extended emergency situations, without prior notice, City Departments may switch to two (2) twelve (12) hour shifts until the emergency is resolved.
- 17.1.6.3 Water Operations (Seattle Public Utilities) -- Employees in Water Operations who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

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

Compensatory Time Benefit During Extended Emergency Situations:

In the event of an emergency, it may be necessary to work an employee over sixteen (16) hours and in that event for each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one (1) hour of compensatory time, which must be used at the beginning of or during the employee's next regular shift that commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave with pay or, if deemed necessary by the Operations Manager

of the Water Operations Division, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

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

If an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Article 17.1.6 above.

- 17.2 Meal Reimbursement -- When an employee is specifically directed by the City to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum Six Dollars (\$6.00) in lieu of reimbursement for the meal.

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

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

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

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

2. The current Runzheimer Meal – Lodging Cost Index.

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

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

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

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

- A. Employee participation shall be on a voluntary basis;
- B. Overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week;
- C. Vacation benefits shall be accrued and expended on an hourly basis;
- D. Sick leave benefits shall be accrued and expended on an hourly basis;
- E. Holidays shall be granted in accordance with Article 9 of this Agreement;
- F. The meal period shall commence no less than two (2) nor more than six and one-half (6-1/2) hours from the beginning of the shift.

17.3.1 With the concurrence of their supervisor, Scale Attendants may schedule their shift breaks immediately preceding and following the one-half (1/2) hour unpaid lunch break, allowing one (1) hour for lunch, half of which is paid time and one-half (1/2) of which is the unpaid lunch break.

17.3.2 9/80 Work Schedule -- It is hereby agreed that the City may, notwithstanding Sections 17.1 and 17.1.5 of this Article, upon notice to the Union, implement a 9/80 work schedule affecting employees covered by this Agreement. In administering the 9/80 work schedule, the following working conditions shall prevail:

- A. Overtime shall be paid for any hours worked in excess of nine (9) hours per day or forty (40) hours per work week;
- B. Holidays, bereavement/funeral leave and emergency leave shall be granted in accordance with Article 9, Article 10 and Article 11 of this Agreement and shall

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

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

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

SWING SHIFT	\$.35 per hour
GRAVEYARD SHIFT	\$.45 per hour

Janitors and Animal Control Officer IIs shall receive the following shift premiums:

SWING SHIFT	\$.40 per hour
GRAVEYARD SHIFT	\$.50 per hour

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

17.4.1 The above shift premium shall apply to time worked as opposed to time off with pay, and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, or other paid leave benefit.

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

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

Due to the unusual operating hours of the Animal Control Unit, an Animal Control Officer II who is scheduled to work not less than three and one-half (3 1/2) hours of his/her regular work shift during the evening (swing) shift shall receive the above-referenced shift premium for all scheduled hours worked during such shift.

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

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

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

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

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

- A. Transfer in the same class from one department to another;
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position;
- C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 18.3.4.

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

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

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

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

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 18.1.2D is not practicable;
- F. The Personnel Director may approve a transfer under Section 18.1.2A, B, C, D, or E with the consent of the appointing authority of the receiving department only, upon a showing of the circumstances justifying such action;
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or different department upon the director's approval of a written request by the appointing authority.

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

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

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

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

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

- 18.3.2 Employees within a given class in a department shall be subject to lay off in accordance with the following order:
- A. Interim appointees;
 - B. Temporary or intermittent employees not earning service credit;
 - C. Probationary employees; *
 - D. Trial service employees * (who cannot be reverted in accordance with Section 20.4.2); or
 - E. Regular employees * in order of their length of service, the one with the least amount of service being laid off first.

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

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

- A. Upon showing by the department head that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) when a planned layoff would produce substantial underrepresentation of women or minorities, and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

- 18.3.4 At the time of layoff, a regular employee or a trial service employee (per Section 18.3.1) shall be given an opportunity to accept reduction (bump) to the next lower class in the series from which he/she is being laid off, provided he/she has successfully completed a probation or trial service period in the lower class in his/her department or he/she may be transferred as provided in Section 18.1.2D. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 18.4.7. This Section shall apply only within each of the following class series: (1) Animal Control Officer I and Animal Control Officer II; (2) Janitor and Lead Janitor; and (3) General Truck Driver and Heavy Truck Driver.

- 18.4 Recall -- The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and

for the department from which laid off for a period of two (2) years from the date of layoff.

- 18.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose his/her reinstatement rights in his/her former department.
- 18.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
- 18.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:
- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on such Reinstatement Recall List who has the most service credit shall be first reinstated;
 - B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
 - C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall.
 - D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.4 shall apply.
 - E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Section 20.4 shall apply.
 - F. Probationary employees laid off from the same classification in another City department and probationary employees on a Layoff Transfer List without regard

to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

- 18.4.4 The City may recall laid-off employees out of the order set forth within Section 18.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skill. The Union will be notified of any recall out of order and be provided the reason for such decision.
- 18.4.5 The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall Lists for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.
- 18.4.6 Nothing in this Article shall prevent the reinstatement of any regular, trial service or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class, as provided in this Article.
- 18.4.7 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to his/her regular appointment to a position in that class and shall be applicable in the department in which employed as follows:
- A. After completion of the probationary period, service credit shall be given for employment in the same, equal, or higher class, including service in other departments, and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment;
 - B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
 - C. Service credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which he/she has been continued with recognized standing;
 - D. Service credit shall be given for service prior to an authorized transfer;
 - E. Service credit shall be given for time lost during:
 - 1. Jury duty;
 - 2. Disability incurred in line of service;

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

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

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction;
- B. For any employment prior to a separation from the service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Personnel Director;

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

ARTICLE 19 - SAFETY STANDARDS

- 19.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules and Policies.
- 19.2 Upon request of the Union, a department shall provide notice of the safety committees on which members of this bargaining unit are represented and the regularly scheduled meeting dates.

ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 20.1 The following shall define terms used in this Article:
- 20.1.1 Probationary Period -- A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 20.1.2 Regular Appointment -- The authorized appointment of an individual to a position covered by Civil Service.
- 20.1.3 Trial Service Period/Regular Subsequent Appointment -- A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion, voluntary reduction or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.
- 20.1.4 Regular Employee -- An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 20.1.5 Revert -- To return an employee who has not successfully completed his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.
- 20.1.6 Reversion Recall List -- If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and his/her name placed on a Reversion Recall List for the class/department from which he/she was removed.
- 20.2 Probationary Period/Status of Employee -- Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 20.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.
- 20.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3.1.
- 20.3 Probationary Period/Dismissal -- An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior

- to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.
- 20.3.1 An employee dismissed during his/her probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.
- 20.4 Trial Service Period -- An employee who has satisfactorily completed his/her probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 20.1.3.
- 20.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- 20.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department and classification from which he/she was appointed.
- 20.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for his/her former department and former classification and being removed from the payroll.
- 20.4.4 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 20.4.5 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 20.4.6 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification.

- The employee who has the most service in that classification shall be the first reinstated.
- 20.4.7 An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have his/her name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.
- 20.4.8 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- 20.4.9 A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been appointed.
- 20.5 Subsequent Appointments During Probationary Period or Trial Service Period -- If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a twelve (12) month trial service period be served in that department.
- 20.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.
- 20.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

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

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

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

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

ARTICLE 10 - SICK LEAVE AND BEREAVEMENT LEAVE

- 10.1 Sick Leave -- Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- A. Illness or injury that prevents the employee from performing his regular duties;
 - B. Disability due to pregnancy and/or childbirth;
 - C. Medical or dental appointments;
 - D. Care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle Ordinance;
 - E. Sick leave may be taken by an employee who is absent from work for treatment of alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
- 10.1.1 Abuse of sick leave shall be grounds for suspension or dismissal.
- 10.1.2 Unlimited sick leave credit may be accumulated.
- 10.1.3 Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement.
- 10.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, provided the employee notifies the department personnel office of his/her desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.
- 10.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.
- 10.1.5 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or re-employed in the same or

another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.

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

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

- A. When suspended or on leave without pay and when laid off or on other non-pay status;
- B. When off work on a holiday;
- C. When 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.

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

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

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

on vacation or compensatory time off, may be required regardless of the number of days involved.

- 10.1.8.3 Filing Application -- Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. Each supervisor and crew chief shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.
- 10.1.8.4 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.
- 10.1.8.5 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 illness or disability. It is the responsibility of his/her department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to his/her credit, the department shall correct his/her application.
- 10.1.9 Wellness Incentive Plan – Employees who, during a payroll year, use less than twenty five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The “payroll year” shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year’s reportable earnings.) This plan will terminate at the end of the “payroll year” in 2007.
- 10.2 Bereavement/Funeral Leave -- Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application, the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, father,

stepmother, stepfather, brother, sister, grandchild, grandfather, grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child, or grandchild of the employee or spouse or domestic partner.

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

ARTICLE 11 – EMERGENCY, SABBATICAL AND
OTHER LEAVES OF ABSENCE

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

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

- 11.2 Sabbatical Leave -- Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, Chapter 4.33.
- 11.3 Military Deployment – Regular employees covered by this Agreement shall be eligible for a wage supplement when mobilized by the United States Armed Forces as provided for by City of Seattle Ordinance 121885.

ARTICLE 12 - RETIREMENT

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

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

- 13.1 The City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventative as self insured plans, Washington Dental Service, Columbia Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto, and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 13.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 13.1.1 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 13.1.2 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 13.2 Life Insurance -- The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 13.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 13.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 13.3 Long-Term Disability -- The City shall provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of

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

- 13.3.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Section and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term disability benefit level shall remain substantially the same.
- 13.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 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 Section 13.2.
- 13.4 Long-Term Care -- The City will offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 13.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 13.6 Labor-Management Health Care Committee -- Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 14 - INDUSTRIAL INJURY OR ILLNESS

- 14.1 Any employee who is disabled in the discharge of his duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 14.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted; provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties, as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 14.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.1.
- 14.3 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 14.4 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- 14.5 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and

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

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

- 14.6 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.
- 14.7 Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties, but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 14.8 Sick leave shall not be used for any disability herein described except as allowed in Section 14.2.
- 14.9 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 14.10 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

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

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

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

- 15.2 Words denoting gender in this agreement are intended to apply equally to either sex.
- 15.3 The Staff Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations for a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.
- 15.4 The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Shop Steward(s) and Local Union Officer(s) who may serve as Stewards, the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Shop Stewards and Local Union Officer(s) who may serve as Stewards. Said list shall be updated as needed. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (before or after work, rest breaks, lunch).
- 15.5 Any charges by management that indicate that a Shop Steward or Local Union Officer is spending an unreasonable amount of time performing the afore mentioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the Department level, they may be referred to the Director of Labor Relations or a designee

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

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

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

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

15.6.1 In construing this Section, it is understood that:

- (1) The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- (2) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews.
- (3) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- (4) The employee must make arrangements for Union representation when his/her request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation.
- (5) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

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

- A. Union bulletins regarding scheduled business and social meetings.
- B. Information concerning Union elections and the results thereof.
- C. Reports of official business.

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

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

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

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

- 15.9 Employee Participation in Collective Bargaining: - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective 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 (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.

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

ARTICLE 16 - WORK OUTSIDE OF CLASSIFICATION

- 16.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. "Proper authority" shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 16.1.1 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 16.1 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 16.2 An employee may be temporarily assigned to perform the duties of a lower-paid classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the

ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.
- 3.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including the right to temporarily assign employees to a specific job or position outside the bargaining unit and the right to determine appropriate work-out-of-class assignments; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.
- 3.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.
- 3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

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

involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

ARTICLE 4 - UNION MEMBERSHIP AND DUES

- 4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement who is not a member of the Union shall, on or before the thirtieth (30th) day following said date, either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the appropriate Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided, however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular dues uniformly required by the Union of its members.
- 4.1.1 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 4.1.2 A temporary employee shall pay to the Union in lieu of the union membership requirement of Article 4, a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.
- 4.2 When an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days' written notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount that is overdue. If an employee has not fulfilled the Union membership obligation as described in Section 4.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Section 4.1. In this notice the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

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

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.
- 5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.
- 5.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 5.6 A grievance shall be processed in accordance with the following procedure:
- 5.6.1 Step 1 -- The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall

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

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

With Mediation:

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

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

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

Without Mediation:

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

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

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

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

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

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

- B. Nature of alleged violation;
- C. Question(s) which the arbitrator is being asked to decide;
- D. Remedy sought.

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

- 5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
 - A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
 - B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.
 - C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
 - D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- 5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a

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

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.8C.

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

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

ARTICLE 6 - WORK STOPPAGE

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

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendices "A" and "B," which are attached hereto and made a part of this Agreement.
- 7.2 Effective December 29, 2004, wages will be increased by 2.5%.
- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase, and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.
- 7.2.4 For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).
- 7.3 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he was entitled in his former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he or she was receiving prior to such second reduction as an "incumbent" for so long as he or she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- 7.3.1 When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same

- manner as for a promotion; provided that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.
- 7.4 Mileage Allowance -- An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is forty point five cents (\$.405) per mile for all miles driven in the course of City business on that day.
- 7.4.1 The cents per mile mileage reimbursement rate set forth in Section 7.4 shall be adjusted up or down to reflect the current rate.
- 7.5 Effective 2006, the City shall pay up to Eighty-Five Dollars (\$85) per contract year for each employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full Eighty-Five Dollars (\$85) in one calendar year may carry over the remaining balance to the next year for use in addition to the Eighty-Five Dollars (\$85) allocated for that year. This carryover shall extend for the three (3) calendar years of the contract, but not into the ensuing year after the expiration of the contract.
- 7.6 The City shall provide and clean, on a reasonable basis, uniforms and specialized and/or protective clothing in accordance with department policy and procedures.
- 7.6.1 All uniforms and/or wearing apparel referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.
- 7.7 Metro Passes -- 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.
- 7.8 Public Transportation & Parking -- The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

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

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

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

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

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

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

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

- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods; or
 - 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 8 - ANNUAL VACATION

- 8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 8.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

- 8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 8.6 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the heads of the various departments, such lesser fraction of a day as shall be approved by respective department heads.
- 8.7 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.
- 8.8 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 8.9 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 8.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 8.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 8.12 Vacation scheduling policies will be considered an appropriate topic for labor-management meetings if requested by the Union.

ARTICLE 9 - HOLIDAYS

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

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

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

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

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

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

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21P

Effective through December 31, 20047

ATTACHMENT 1



Ord 122309

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CITY CLERK

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21P

Effective through December 31, 2007

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AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

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

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

NONDISCRIMINATION

The City and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the respective Union as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all regular full-time, part-time, and temporary parking enforcement officers employed by the City of Seattle (hereinafter, "employees" or "PEOs").
- 1.2 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include 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 (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.1, 1.2, 1.3, 2.2, 2.3, 2.3.1, and 9.1.
- 1.4 Use of temporary employees is governed by a Memorandum of Agreement by and between the City of Seattle and the Union. The City may only use temporary employees in accordance with the terms of such agreement as such is modified through agreement of the parties from time to time.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 The City agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 2.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular monthly dues uniformly required of members of the Union, or an agency fee. 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.
- 2.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Union in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall, subject to the requirement of applicable law, remain members of the Union during the term of this Agreement.
- 2.3.1 A temporary employee may, in lieu of the Union membership requirements, pay a service fee in an amount equivalent to one and four-tenths (1.4%) 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.
- 2.4 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees within the bargaining unit. To this end each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. This obligation (as a condition of employment) shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.
- 2.4.1 Employees covered by this Agreement who have a religious objection to Union membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular Union dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If

the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.4.2 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 Sections 2.3, 2.3.1 and 2.4 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 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 2.

2.4.3 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 2.3, 2.3.1 and 2.4 of Article 2, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the 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 department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

2.4.4 In the event the employee has not yet fulfilled the obligation set forth within Sections 2.3, 2.3.1 and 2.4 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 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. Absent good cause not to effectuate discharge, the City must discharge employees who do not fulfill their obligations under this Article. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the 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 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 good cause why it has not done so.

2.5

The Union will administer the provisions of this Article with regard to membership or Union of employees in accord with its obligations under the law. Any disputes brought by an employee solely concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The Union agrees to indemnify and save harmless the Employer from any and all liability arising from disputes concerning the amount of Union dues or fees and/or liability arising from a wrongful Request for Discharge by the Union pursuant to this Article; provided, however, this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the Employer in administering its obligations under this Article.

ARTICLE 3 - RIGHTS OF MANAGEMENT

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

3.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of the employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the City's 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; and the assignment of employees to specific jobs within the bargaining unit.

3.3 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, 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 to contract out work under this provision, the Union shall be notified. The department head 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.

3.4 The Employer agrees to notify the Union in advance of anticipated departmental changes significantly affecting working conditions of employees covered by this Agreement. Conferences may be held thereon upon request by either party prior to such changes being placed in effect. For illustrative purposes, such changes would include, but are not limited to, changes in bargaining unit working hours, and the expansion or reduction of major

services. Transfers, reassignments, and emergency situations shall be exempt from this provision.

3.5 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.

The City shall notify the Union prior to establishing new and/or revising existing performance evaluation system(s).

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

ARTICLE 4 - WORK STOPPAGES

4.1 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 or condone any work stoppage, strike, slowdown, or similar 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, strike, slowdown, or similar 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 disciplinary actions as may be determined by the City.

4.2 In the event, however, that there is a work stoppage, strike, slowdown, or similar interference with City functions which 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 meet the following conditions:

- A. Within not more than four (4) hours after notification by the City of 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 picket lines.
- C. The Union, its officers, and representatives will, 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 in no case be construed as a violation by the City of any provisions in this Agreement.

4.3 The City shall not engage in any lockout or similar action.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 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. 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 notice of the grievance and reasonable opportunity to be present at any meeting called for the resolution of such grievance. Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure. There shall be no change in the nature of any grievance after it is filed.

5.1.1 An employee has the right to have a Union representative, Union officer or Shop Steward present at each step of the grievance procedure.

5.2 A grievance shall be processed as follows:

Step 1 - The grievance shall be submitted in writing to the Parking Enforcement Unit Commander within twenty (20) business days of the alleged contract violation. The grievance shall include a description of the incident and the date it occurred. The parties agree to make every effort to settle the grievance at this stage promptly. The Unit Commander should consult and/or arrange a meeting with the employee's supervisor or such other person as is necessary to resolve the grievance. Within ten (10) business days after being notified of the alleged grievance, the Unit Commander shall make arrangements for a grievance meeting and shall answer the grievance in writing within ten (10) business days after the grievance meeting. The Unit Commander shall answer the grievance in writing within ten (10) business days after being notified of the alleged grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be submitted in writing by the Union to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after the receipt of the Step 1 answer. The Step 2 grievance shall state the section(s) of the Agreement allegedly violated, provide a detailed explanation of the grievance, and identify the remedy sought.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the Bureau Chief, the Union or the aggrieved employee or the Bureau Chief 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. 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. A 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. 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 Bureau Chief and the Union 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, within ten (10) business days after receipt of notification from the ADR Coordinator that the grievance was not resolved, the Bureau Chief shall make arrangements for a meeting between the aggrieved employee, Union Representative and/or Union officer or Shop Steward, together with the department labor relations representative. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply in writing to the Union.

Without Mediation:

Within then (10) business days after receipt of the grievance, the Bureau Chief shall make arrangements for a meeting between the aggrieved employee, Union Representative and/or Union officer or Shop Steward, together with the Unit Commander, and departmental labor relations representative. The City Director of Labor Relations or his/her designee may

attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance, as presented in Step 2, as well as a statement of the Union identifying in general those issues that remain unresolved, shall be forwarded by the Union within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Union may also include a statement of the Union's reasons for not accepting the Step 2 response.

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

The Director of Labor Relations or his/her designee shall investigate the alleged grievance and, if deemed appropriate, he/she shall, within then (10) business days, make arrangements for a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Union an answer in writing within ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the alleged grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration will be made within 20 (20) business days after decision in Step 3, and will be accompanied with the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Details or nature of the alleged violation.
- C. Position of party who is referring the grievance to arbitration.
- D. Question(s) which the arbitrator is being asked to decide.
- E. Remedy sought.

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

Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

Arbitrations may, by mutual agreement, be submitted to expedited arbitration in accordance with American Arbitration Association procedures.

The City and the Union will meet to select, by mutual agreement or by alternatively striking names, an arbitrator to hear the parties' dispute. Each party will propose a minimum of three names. If the striking method is used, the first party to strike a name will be determined by a coin toss. If the initiating party fails to begin the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

5.3 The parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of only the express terms of this Agreement.
- B. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive, and binding upon the City, the Union, and the employees involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case. [Note: One party could bear the cost of the arbitrator for disciplinary grievances submitted to arbitration under the Offer of Settlement procedure described at Section 6.7B.]
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.5 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. Similarly, any aspect of this Article may likewise be modified by written agreement of the parties.

5.6 A grievance in the interest of ten (10) or more of the employees in the bargaining unit shall be reduced to writing by the Union and may be

introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein. A 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 grievance procedure and be processed within the time limits set forth herein.

5.7 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement; provided however, that this provision does not impair the right to subsequently grieve such directive and to obtain appropriate recourse for said alleged violation.

5.8 Failure by an employee or the Union to comply with any time limitations 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 to proceed to the next step without waiting for the City to reply at the previous step.

5.9 Arbitration awards or grievance settlements shall not be 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.

5.10 Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such Offer of Settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.4 above.

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

ARTICLE 6 - DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- 6.1 The City may reprimand orally and/or in writing, suspend, demote, or discharge an employee for just cause.
- 6.2 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or violate the rules and regulations of the department or impair the integrity of the department.
- 6.3 Prior to any disciplinary action being taken against an employee, the employee will be provided a general description of the substance of an investigatory file and be provided an opportunity to respond.
- 6.4 Investigatory Interviews. When an employee attends a meeting for purposes of discussing an incident that the employee reasonably believes may lead to discipline because of that particular incident, the employee shall have a right to be accompanied by a representative of the Union. If the employee desires Union representation during the meeting, they shall notify the City and will be provided a reasonable period of time not to exceed twenty-four (24) hours to obtain such representation. The notice regarding the interview and the time, place, and manner in which it is conducted shall be reasonable and consistent with the Internal Investigations Section and or Department procedures applicable to civilian Department employees.
- 6.4.1 Employees shall be notified in writing before a finding is made regarding any complaint involving the employee when such complaint will require either a written or oral statement from the employee, or by the nature of the complaint, the employee could be subject to disciplinary action.
- 6.4.2 The employee will be provided with sufficient facts regarding the complaint so that he/she can prepare a statement in their defense, should he/she so desire. Employees will be given seven (7) calendar days after receipt of said facts to submit a statement. This time limit may be extended, in the discretion of the Department, upon submission of a written justification by the employee for such delay. The Union agrees that delay requests will be reasonable and not applied for merely to delay the process.
- 6.4.3 Whenever an employee submits a verbal or written statement as required by the Department, they should preface the statement with the following sentence:
- "This is a true and involuntary statement given by me in accordance with Section 1.117 of the Seattle Police Department Manual."

6.4.4 One of the following dispositions will be assigned once the complaint has been investigated: 1) Sustained - the allegation of misconduct is supported by a preponderance of evidence; 2) Not Sustained - a preponderance of evidence neither proves nor disproves the allegation of misconduct; 3) Unfounded - a preponderance of evidence indicates the allegation of misconduct is false or the alleged act did not occur; 4) Exonerated - the preponderance of evidence indicates the alleged act did occur, but the act was justified, lawful and proper.

6.4.5 After an employee has been advised of a complaint against him/her and at the conclusion of that investigation, the employee will be advised of any findings, including those instances where the finding was "exonerated" or "unfounded."

6.4.6 An employee may request access to the investigative portion of closed Internal Investigations, EEO and performance complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. Department shall consider the circumstances and not unreasonably deny such access.

6.4.7 It is agreed by the City and the Union that it is in the public interest and to their mutual benefit to maintain confidentiality of Departmental disciplinary proceedings to the extent that circumstances may reasonably allow.

6.4.8 With the exception of criminal investigations or where the employee fails to cooperate or is unavailable to participate in the investigation, complaint investigations will be completed by the City within one-hundred eighty (180) days after the initial employee notification of said complaint. Employees who are the subject of an investigation shall be promptly advised of the completion of the investigation, the finding and proposed discipline. No discipline may result from the investigation if the investigation of the complaint is not completed and the finding provided to the named employee within one-hundred eighty (180) days after the employee has been notified of the complaint.

6.5 Appeals of disciplinary action shall be processed in accordance with the procedures set forth below:

Within twenty (20) business days of receiving written notice of disciplinary action, the employee through the Union may appeal the discipline through the grievance procedure delineated in Article 5; provided that an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil

Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. While the employee must make a timely selection of one, and not both of these appeal options, this selection requirement will not itself act to divest any employee of his/her right to appeal disciplinary action. In the event both a grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

6.6 After three years from the date of a written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief of Police for the removal of the written reprimand from his/her department personnel file. The Chief, acting in good faith, shall consider the circumstances and the employee's request for such removal and advise the employee of his/her decision.

6.7 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.

6.8 Employees covered by this Agreement may examine their personnel file in the presence of a designated Personnel Section representative. Materials placed into the employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention. Employees who challenge material included in their personnel file may submit to the Personnel Section material relating to the challenge that will be inserted in their personnel file. 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 this provision, including allowing employee access to such files. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by departmental regulations.

6.9

The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts to restrict the use of information in the files other than name, payroll title, unit of assignment, rate of pay, and date of hire to internal use by the City. In addition, the City shall not release such information outside the City without reasonable advance notice to or a waiver signed by the subject employee, unless providing such notice or obtaining a waiver is impractical. The City also agrees that medical, emergency notification, home address, home telephone number, social security number, beneficiary designation, records of discipline, and performance evaluations shall be kept confidential to the extent permitted by law, and access to such information by City employees shall be limited to those persons authorized to access and needing to know such information.

ARTICLE 7 – CLASSIFICATION, WAGES, AND OTHER COMPENSATION

- 7.1 The classification of employees covered under this Agreement and the corresponding rates of pay effective December 29, 2004, are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- 7.2 The Union or the City may propose a gainsharing program during the term of this Agreement. Implementation shall be subject to mutual agreement between the Union and City.
- 7.3 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 prepayment 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.
- 7.4 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, 2005**.
- 7.5 The parties 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.

- 7.6 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 8 - HOURS OF WORK AND OVERTIME ARTICLE

8.1 For purposes of this Article the following definitions shall apply:

Work schedule shall be the scheduled days of work.

Work shift shall be the hours scheduled to work on each scheduled day of work.

Work week shall be a seven-day period beginning with the first shift on Wednesday and ending at the conclusion of the evening shift on Tuesday. (The City pay period consists of two such work weeks.)

Normal day's work shall be eight (8) hours.

Normal week's work shall be forty (40) hours.

8.2 Work schedules shall normally consist of five consecutive days (Monday through Friday or Tuesday through Saturday) followed by two consecutive days off except as provided below:

In the event an employee is assigned to work on a Saturday which is a normally scheduled furlough day, Sunday will normally be one furlough day and Monday will be the other. Subject to staffing needs, the Commander of the Parking Enforcement Unit or his/her designee will schedule the second furlough day on any day requested by the employee within the same work week.

8.3 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes for each four-hour period worked during their regular shift. In addition, employees shall be entitled to a paid fifteen-minute rest period for each four hours worked during their regular shift.

With regard to overtime assignments, the following conditions apply:

1. Overtime assignments for PEO's in excess of four (4) hours shall include a working meal break, not to exceed 30 minutes.
2. The working meal break shall be taken by the PEO at a time that will minimize interference with the ability of the PEO to perform their overtime assignment.
3. The PEO shall notify their supervisor that they intend to take a meal break and the supervisor may decline to approve the meal break or interrupt a previously approved meal break, if the supervisor believes that there is a need for an immediate response by the PEO to a situation.

4. During a working meal break, the PEO shall monitor radio and remain available to respond immediately. The working meal break shall be taken within or near the location/area to which the PEO has been assigned. In addition, if the assignment involves the use of a vehicle, the PEO shall remain at or near their vehicle during their meal break.

8.4 All work performed in excess of forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time 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. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City. Any unused accrued compensatory time may be carried over at the end of the year. For 2007 only, any hours of compensatory time that are carried over from prior years and cashed out by the Department shall reduce the number of compensatory hours that may be earned or used in 2007. At no time can the balance of an employee's available compensatory time, including compensatory time that is carried over, exceed fifty-six (56) hours. No more than forty (40) compensatory hours may be earned, used or cashed out within a calendar year. Sixteen (16) compensatory hours may be earned or used in addition to the forty (40) hour maximum consistent with the provisions of Section 8.10 herein. Any compensatory time in excess of fifty-six (56) hours per employee will be cashed out by the department.

A compensatory time use request submitted at least two (2) or more working days prior to the requested date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested date, whichever is earlier. Any request for two (2) or more compensatory days shall be submitted on the standard leave request form. At the time a request for compensatory time off is made employees must have a sufficient balance to cover the request.

8.5 A shift extension is defined as reporting for duty as scheduled within four (4) hours preceding or one hour or less following an employee's regularly scheduled shift. Shift extension hours and fractions thereof shall be compensated at the overtime rate on an hour-for-hour basis.

8.6 In the event overtime is not a shift extension either at the beginning or end of a normal shift, employees who are called back to work after being relieved of duty or required to appear in court in regard to official duties on their normal day off shall receive a minimum of four (4) hours' pay at the overtime rate, and shall be compensated for any additional time worked beyond the four- (4) hour minimum at the overtime rate of pay for each additional hour or fraction thereof.

- 8.7 In the event that an employee reports to work on a scheduled workday or when otherwise required and is sent home, said employee shall receive four (4) hours' pay for working four (4) or less hours, and eight (8) hours' pay for working eight (8) hours or less, but more than four (4) hours.
- 8.8 There shall be no pyramiding of overtime and holiday premium pay.
- 8.9 Employees may be required to work overtime. The details of the overtime assignment process have been incorporated in a memorandum of agreement dated March 7, 2001. That memorandum of agreement shall remain in effect until amended by mutual agreement. Upon the request of either party, on or before October 1 of each calendar year, the memorandum of agreement shall be jointly reviewed. The review shall be completed by the end of the calendar year.
- 8.10 In the event of heavy snowfall or ice conditions where employees cannot safely report to work or when conditions/circumstances are such that management decides to suspend enforcement of parking ordinances and employees are sent home or informed not to report to work, accumulated compensatory, vacation, or holiday time shall be used to offset hours lost from scheduled duty. In the event no compensatory, vacation, or holiday time is available, the employee shall be given leave without pay for such hours.
- 8.11 An employee who requests or voluntarily chooses to accept temporary assignment to a lower-paid classification for the primary benefit of the employee shall be paid at the rate of the lower classification. This provision does not apply to limited-duty assignments.
- 8.12 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization.
- 8.13 The evening shift hours shall encompass the hours from 6:00 p.m. to 6:00 a.m.
- 8.13.1 An employee who is scheduled to work not less than two (2) hours of his/her regular work shift during the evening shift hours shall receive a shift premium of 35¢ per hour for all scheduled hours worked during such shift.
- 8.13.2 Involuntary overtime shall be defined as overtime worked during those shifts for which no discretionary time off is available and/or which are mandatorily assigned due to City emergency. Unless the overtime is involuntary, no shift premium pay will be due employees who work overtime during the evening

shift hours as an extension of their regular shift or on a call back, if such employees do not regularly work the evening shift. If the overtime is involuntary, employees who do not regularly work the evening shift will receive the shift premium only for those hours actually worked during the evening shift hours.

8.13.3 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. Employees who work this shift for which a premium is paid 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.

8.13.4 Shift assignments shall be made seasonally. Shifts shall be selected by the employee, by unit seniority.

A. The year shall be divided into three seasons of:

January 1- April 30

May 1 - August 31

September 1 - December 31

B. With the exception of task force positions, all assignments will be available for selection. Assignments will be listed by radio frequency, area and designated as relief.

C. The shift selection process shall begin at least 30 days prior to a season beginning. As part of the shift selection process, an employee shall indicate his/her choice for both a shift time and an area assignment for that season.

D. Notwithstanding the employee's choice in shift time and area assignment, Parking Enforcement Unit management may make reassignments of any duration for all uniformed personnel for purposes of addressing operational needs or special circumstances, including without limitation, an officer's inability to drive a scooter which would require assignment to an area in which enforcement is conducted by walking, or for purposes of addressing other specific performance-related matters, including the training needs of probationary employees.

E. In case of an emergency requiring a concerted response as determined by the Unit Commander, any and all assignments may be revised on a day-to-day basis to serve the needs of the department in responding to the emergency condition. Assignment revisions may not continue any longer than the emergency period. An explanation shall be given to the Union during the emergency condition or immediately thereafter explaining the reason for the

assignment revisions. If the expected length of the emergency condition is to exceed two (2) days, an expected length shall also be provided.

8.13.5 Requests by employees who have successfully completed probation to trade up to two shifts per season will be granted, provided that:

- A. The trade involves the direct exchange of shifts by two employees only;
- B. The trade can be accomplished without additional cost or overtime obligation to the employer;
- C. The trade will not interfere with the operations of the employer;
- D. The two employees agreeing to the trade have signed an agreement specifying the date of the trade, the shifts to be traded, and the reason for the trade; and
- E. Both supervisors, after having been provided reasonable notice and a copy of the agreement between the two employees, have approved the trade, which approval shall not be unreasonably denied.
- F. Employees may be subject to discipline for failure to report as scheduled to a shift to which they have agreed to report as a result of a trade.

8.14 Secondary Employment Permits. The review of requests for secondary employment permits will be conducted consistent with Seattle Police Department Manual Section 1.289, except as noted below.

- A. In determining whether or not an employee has a record of above average sick leave, sick leave for the following reasons shall be excluded: certified family medical leave; on-the-job injury or illness; and funeral leave.
- B. In the event the secondary work permit of an employee is revoked or denied, the employee shall be provided an explanation of the reason and an opportunity to meet with the Unit Commander upon request.
- C. Upon the request of the employee, the denial or revocation of a secondary work permit shall be reconsidered after ninety (90) days. If the denial or revocation was for above average sick leave use and the sick leave use by the employee is below average for the one-year period prior to the date of the reconsideration, a new secondary work permit shall be approved unless there are other reasons for a denial. An employee on

the mandatory sick leave reporting program may request reconsideration after he/she is no longer on the sick leave reporting program.

- D. Permits for work of less than four days duration must be approved by the employee's chain of command and must be obtained in writing.

ARTICLE 9 – UNIFORMS, EQUIPMENT, AND TRAINING

- 9.1 Each employee covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance of five hundred eighty four dollars (\$584.00). The reimbursement for new employees shall be split so that two hundred ninety-two dollars (\$292.00) shall be reimbursed after the first six months of employment and the remaining two hundred ninety-two (\$292.00) shall be reimbursed after one year of employment.
- 9.2 The City shall furnish ticket book holders, badges, radios, whistles, traffic flashlights, flashlight batteries, traffic gloves and flagging vests.
- 9.3 The City agrees to allow each employee to dress in either civilian clothes or the duty uniform when subpoenaed to court during off-duty hours. Said clothing shall be neat, proper, clean, and consistent with department standards for civilian dress.
- 9.4 A transition period of two (2) weeks shall be established by the department management which shall cover the period when employees are changing from the winter uniform to the summer uniform and from the summer uniform to the winter uniform. The uniform choice during the transitional period shall be established by the Unit Commander with recommendations from the Parking Enforcement Officers' Uniform Committee.
- 9.5 A Uniform Committee may be established by the Union and said Committee may recommend uniform changes with regard to style, color, material, and type of uniform to be worn while on duty to the Unit Commander. Such Committee, if established, shall be notified in advance and provided an opportunity for input in regard to any uniform changes.
- 9.6 At any time of the year, employees shall have the option of wearing either long- sleeved or short-sleeved uniform shirts.
- 9.7 The City will repair or replace uniforms or City-furnished personal equipment damaged, destroyed, or lost in the line of duty in accordance with Section 1.193.IV of the Police Department Manual, except when caused by the employee's own negligence.
- 9.8 Vehicle assignments shall first be made in the sole discretion of management with consideration of operational efficiency and valid medical or safety reasons; provided, however, that if operational efficiency or medical needs are not implicated, vehicles shall be assigned based upon seniority.

- 9.9 It is agreed by the City and the Union that employees have a reasonable expectation of privacy in their assigned lockers; provided, however, that the City may subject all PEO lockers, or a randomly selected portion of PEO lockers, to a routine inspection upon order of the Unit Commander and after reasonable notice to the Union and the PEO's. Individual lockers may be entered without prior notice only under exigent circumstances upon the order of a Lieutenant or above. If the City reasonably believes that a particular locker has been abandoned, the City may inspect such locker after providing reasonable notice through posting the locker or otherwise. Nothing in this section shall diminish or impair the PEO's right to privacy in the contents of items within such locker as otherwise provided by law.
- 9.10 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.

ARTICLE 10 - HOLIDAYS

10.1 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
Two Personal Holidays	

10.2 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

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

10.4 Employees on paid status on or prior to October 1 shall be entitled to use one personal holiday as referenced in Section 10.1 during that calendar year. Employees on paid status on or prior to February 12 shall be entitled to use an additional personal holiday as referenced in Section 10.1 during that calendar year. The personal holiday can be used in the same manner as any earned vacation day, except that new employees are not restricted from using their personal holiday during the first six months of employment.

"Paid status" is defined as paid hours of work plus paid time off such as vacation, holidays and sick leave.

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

10.6 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 straight-time hourly rate of pay for hours worked.

10.7

Holidays enumerated in Section 10.1 which fall upon a Saturday or Sunday shall be recognized and paid, per Section 10.6, on those actual calendar days for employees who are regularly scheduled to work those days as part of their regular forty- (40) hour work week. Holiday premium pay, per Section 10.6, shall be paid only once for any holiday.

ARTICLE 11 - VACATIONS AND LEAVES OF ABSENCE

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

11.4 Eligible employees shall accumulate vacation from the date of entering City service and may use accumulated vacation with pay after one thousand forty (1040) hours on regular pay status with department approval.

11.5 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.

11.5.1 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 is 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, and approval shall not be unreasonably denied. Provided that the vacation time could be taken within such three-month period, no extension of this grace period will be allowed.

11.6 The minimum vacation allowance to be used by an employee shall be one-hour.

11.7 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.

11.8 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be disbursed to the employee's designated beneficiary(ies) or the employee's estate.

11.9 Pursuant to Section 11.10 below, 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 possible in light of staffing needs of the Unit and/or the employee's shift.

11.10 Vacation requests for the calendar year shall be submitted no later than February 15. Such requests shall be returned no later than March 1 of such calendar year. Seniority shall govern if there are conflicts between vacation requests. All vacation requests submitted before February 15 shall take precedence over vacation requests submitted after that date. After February 15, and for vacation requests submitted for the balance of the month of February, vacation requests shall be granted on a first-come, first-served basis. After February 15, a vacation request submitted at least two (2) or more working days prior to the requested vacation date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested vacation date, whichever is earlier.

11.11 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances may, upon the request of the employee, be deducted from his/her accrued sick leave time rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of the illness or injury. Upon request, the employee shall submit medical documentation of the illness or injury from the attending physician regardless of the number of days involved.

11.12 Except for family and medical leave (FMLA) granted pursuant to federal, state or local law, or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered according to City Personnel Rules, and as follows:

- A. Upon approval by the Chief of Police or his/her designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave and compensatory time he/she has previously accrued before beginning the leave.
- B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave he/she has previously accrued before beginning such a leave. Provided: the department head may deny the use of vacation leave that is requested for health reasons.
- C. Employees may request an unpaid leave of absence by submitting a leave of absence request form. If denied, the reasons for such denial shall be provided to the employee in writing.
- D. The department shall make reasonable efforts to assign employees returning to work following an approved unpaid leave of absence of less than sixty (60) days to the last shift to which the employee had been assigned prior to going on leave.
- E. Seniority status within the unit shall not be affected by an unpaid leave of absence of one hundred eighty (180) days or less in duration.

11.13 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.

11.14 Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of the Seattle Municipal Code, Chapter 4.33.

11.15 Reinstatement. Except as otherwise expressly provided in this Agreement, 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 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE
AND LONG TERM DISABILITY

- 12.1** 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, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 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, copays 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.
- 12.1.1** 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 the following, 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.
- 12.1.2** 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 1 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.

12.1.3 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.

12.2 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 90-day elimination period, which insures 60% of the employee's first \$667 base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a 90-day elimination period, which insures 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.

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

12.2.2 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 Section 12.2.

- 12.3 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.
- 12.3.1 Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows: 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.
- 12.3.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.4 The City may offer an option for employees to purchase a new-long term care benefit for themselves and certain family members.
- 12.5 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).

ARTICLE 13 - SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY LEAVE

13.1 For eligible employees, sick leave credit shall accumulate 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.

13.1.1 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.

13.1.2 Sick leave credit may be used for time off with pay 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. Medical or dental appointments.

Sick leave credit may also be used for any leave taken to care for ill or injured family members as defined in Section B.4 hereto, or other individuals in accordance with applicable federal, state, or local law.

Abuse of sick leave shall constitute a disciplinary offense and shall be grounds for suspension or dismissal:

13.1.3 Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied, in accordance with Ordinance 90789 as now or hereafter amended, 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.

13.1.4 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.

13.2 Funeral Leave - Regular employees shall be allowed one (1) day off with pay for the purpose of attendance at the funeral of any close relative; provided that where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefor, authorize additional leave for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall

exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section and as defined by Ordinance 114648, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, brother, sister, grandchild, grandfather, or grandmother of the employee or of the spouse or domestic partner of such employee, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, or nephew of such employee or spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, or nephew of spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

13.3 Emergency Day: Paid leave will be granted for one (1) day or a portion thereof per calendar year (and without a reduction in earned sick leave or vacation) subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be off work to attend to an unforeseen emergency with respect to the employee's household that necessitates action on the part of the employee. "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two separate instances but no more than eight (8) hours shall be allowed in any calendar year. In unforeseen emergencies that require additional time beyond eight (8) hours, the employee may request the use of accrued leave, with the exception of sick leave. The employee may request leave without pay in accordance with Article 11.12.

ARTICLE 14 - ON-THE-JOB INJURY OR ILLNESS

14.1 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.

14.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in 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 14.1.

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. Such authorization shall not be unreasonably withheld.

14.2 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.

14.2.1 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 will be subject to the grievance procedure.

14.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

14.4 Any employee eligible for workers' compensation benefits under SMC 4.44 whose on-the-job injury or illness prevents him/her from performing his/her regular duties but who, in the judgment of a physician, could perform other duties which would not aggravate or worsen the worker's injury or illness may be offered a limited duty assignment, if such work is available. The duties of such an assignment will be consistent with the medical restrictions identified by the physician. An employee working a limited duty assignment shall be subject to the requirements of the department manual section regarding such assignments (in effect as of the date of this Agreement) and shall be compensated at his/her normal rate of pay. Refusal to accept an appropriate limited duty assignment may result in the loss of workers' compensation benefits.

14.5 The department shall make reasonable efforts to assign an employee returning to full duties within two hundred sixty (260) work days following an on-the-job injury to the last shift to which the employee had been assigned prior to the injury.

14.6 Sick leave shall not be used for any disability herein described except as allowed in Section 14.1.1.

- 14.7 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid; provided, however, that employees who are not eligible to receive such supplemental benefits shall be entitled to receive State Industrial Insurance Compensation and Medical Aid, if eligible.
- 14.8 Appeals of any denials under State Industrial Insurance Compensation and Medical Aid (not supplemental benefits) shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 14.9 Except as otherwise specifically provided herein, this Article shall in no manner affect employees' eligibility to receive full benefits and rights provided by applicable federal, state and local law.
- 14.10 A probationary employee who believes that he/she has been discharged or otherwise discriminated against by the City in violation of RCW 51.48.025, based upon his/her filing or communicating to the employer an intent to file a claim for compensation or exercising rights under Chapter 51.48 RCW, may request review of such an allegation by the Chief or Police or his/her designee.

ARTICLE 15 – RETIREMENT

15.1 Pursuant to Ordinance 7844 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 16 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 16.1 The City and the Union agree to establish a joint Conference Committee consisting of three (3) representatives of the Union, including the President of the Union or his/her representative, and three (3) representatives of the City, which may include the Director of Labor Relations or his/her representative. The participants on the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.
- 16.2 The purpose of this Committee is to deal with matters of general concern to the Union and to the City as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in an advisory capacity and shall not be considered a decision-making body; and provided, further, it is understood that this Committee shall not be considered a collective bargaining forum and its composition shall not constitute a waiver of any other obligation provided by applicable law. It is further understood that the work of the parties under the Conference Committee procedure shall in no way add to or subtract from, alter, or amend this Agreement.
- 16.3 Either the Union representative or the City representative may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. Subjects for discussion at Conference Committee meetings during the term of this Agreement shall be identified in advance. If such subjects have been identified by either party, the Committee shall meet not more than once each season. The parties shall alternate, meeting by meeting, the chair responsibilities. The person acting as chairperson shall develop a written agenda for the meeting with input from both parties identifying the subjects for discussion and shall distribute the agenda to all Committee members one week prior to the meeting, with a copy to the Bureau Commander, the Unit Commander and Labor Relations.
- 16.4 Conference Committee meetings shall be scheduled during the employees' normally scheduled work hours and shall constitute paid work time.
- 16.5 Any decisions or agreements reached by the Conference Committee shall be put in writing and distributed to the Union and the Unit Commander.
- 16.6 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.

The parties support the use of the EIC process to explore potential alternative work schedules for employees. The adoption of any alternative work schedule shall be by mutual agreement.

16.7 A Labor-Management Committee 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.

ARTICLE 17 - UNION REPRESENTATIVE, SHOP STEWARDS
AND BULLETIN BOARDS

- 17.1 A Union officer or shop steward may, after notifying the appropriate supervisor in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such officer or shop steward shall limit his/her activities during such investigations to matters relating to this Agreement.
- 17.2 The Employer shall afford Union officers and shop stewards a reasonable amount of time while on duty to consult with aggrieved employees, provided that the Union officers and shop stewards or the aggrieved employee contact the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with parking enforcement operations. On-duty consultations with aggrieved employees of more than fifteen (15) minutes must be requested in writing and responded to in writing by the Unit Commander or his/her designee.
- 17.3 The Union may appoint a shop steward for each shift within the Parking Enforcement Unit. In turn, the Union shall furnish a current list of shop stewards to the Police Department and the City Director of Labor Relations. Stewards shall be regular full-time employees and shall perform their regular duties as such. While on the job, shop stewards shall function as the Union's representatives for the purpose of informing the Union of any alleged violations of this Agreement, investigating and processing grievances relating thereto, informing members of Union business, and serving as Union representatives in circumstances where a member is entitled to Union representation, as long as said Union duties do not deter the stewards from satisfactorily performing their regular job duties and do not result in an unreasonable amount of time being spent on Union business.
- 17.4 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspectives as part of the negotiations process. Therefore, effective January 1, 2005, employees who participate in the 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;
- 4) In the interest of maintaining necessary staffing levels, no more than three (3) employees shall attend a negotiation session at one time as part of the Union's bargaining team. Additionally, the parties agree that shift adjustments will be accommodated to allow the Union's bargaining team to participate in negotiations.

A.

This provision shall automatically become null and void with the expiration of the collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

17.5 City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs other than as provided in this Article, Article 5, Grievance Procedure, and Article 16, Labor-Management Conference Committee, and no City property or facilities, including vehicles, shall be used for Union business or any other non-City purpose. Except: conference rooms may be used for Union business provided such usage does not interfere with City work, does not occur during City work time, and is used with prior management approval.

17.6 Shop stewards and employees 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 stewards interfere with orders of the employer or unilaterally change working conditions.

17.7 Upon request and not more than three (3) times per year, the Employer shall furnish the Union a listing of all active employees within the bargaining unit.

17.8 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for postings that promote or oppose a ballot issue or assist a candidate for public office, or are otherwise inappropriate for the workplace. Postings involving internal Union politics and/or Union elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Parking Enforcement Officers' Association. Absent exigent circumstances, the City shall provide the Union with notice when it considers a posting inappropriate and provide the Union an opportunity to remove such notice.

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 a 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 assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in Department and City safety programs.
- 18.3 A representative from the bargaining unit, designated by the Union, shall serve on the Department Safety Committee. With the approval of the PEO Supervisor, said representative will be allowed time off with pay to attend safety meetings, as scheduled by the Department.
- 18.4 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.

ARTICLE 19 - TRANSFER, VOLUNTARY REDUCTION,
LAYOFF, AND SERVICE CREDIT

19.1 Transfer:

- A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.1C5 of this Article.
- B. Intradepartmental 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.
- C. Employees reemployed as Parking Enforcement Officers after resigning to enter the Police Academy training shall be returned to their former Parking Enforcement Officer salary step, shall retain their formerly accrued sick leave balance, and shall retain prior service credit for purposes of vacation accrual and seniority under the terms of this contract provided the employee is reemployed within three months after leaving the Academy.
- D. 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 19.5C.

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 19.5D.

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 19.1C4 of this Article is not practicable.
6. The Personnel Director may approve a transfer under Section 19.1C1, 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 19.1 shall serve probationary and/or trial service period as may be required in Section 20.5.

19.2 Voluntary Reduction:

- A. A regularly appointed employee may be reduced to a lower-class upon his/her written request stating the 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 19.6. 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 his/her former status.

19.3 **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.

19.4 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.

19.5 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 20.4B); 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 19.5A(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 19.1C4. 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 19.6.
- 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 20, Section 20.4, 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 20, Section 20.4, 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.

19.6

- 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.

19.7 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 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 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 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 his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.

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

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

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 his/her probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

20.3 Probationary Period/Dismissal - An employee may be dismissed during his/her probationary period after having been given written notice five (5)

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

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

20.4 Trial Service Period - An employee who has satisfactorily completed his/her probationary period and who is subsequently appointed to a position in another classification shall serve a twelve- (12) month trial service period, in accordance with Section 20.1.

- 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 that department and classification from which he/she was 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 his/her former department and former classification and being removed from the payroll.
- D. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- E. 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.

- F. 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.
- G. 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.
- H. A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been promoted or transferred.

20.5 Subsequent Appointments During Probationary Period or Trial Service Period

- If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve- (12) month probationary period be served in that department. If a regular employee or an employee who is 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.

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

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 19.

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 thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

21.2 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 of the provisions so affected.

ARTICLE 22 - ENTIRE AGREEMENT

22.1 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, provided; however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

22.2 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 party 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 23 - SUBORDINATION OF AGREEMENT

- 23.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with or different from the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 23.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and Personnel Rules and said Ordinances and Personnel Rules are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

- 24.1 This Agreement shall become effective on January 1, 2005, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2007. 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) calendar days prior to the expiration date of the Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 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.
- 24.3 Either party may reopen this Agreement for the purpose of negotiating the mandatory subjects of bargaining relating to the implementation of an alternative work schedule.

Signed this 2nd day of February, 2007.

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

By William Dennis
William Dennis, Staff Representative

By David Trent
David Trent, President

THE CITY OF SEATTLE
Executed Under Authority of
Ordinance No. 121888
Ordinance No. 122329

By Gregory J. Nickels
Gregory J. Nickels, Mayor

APPENDIX B

B.1 VEBA. 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%).

B.2 Supplemental Pension Plan. 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.

B.3 Personal Holidays. If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in contribution levels 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.

B.4 Eligible Family Member. 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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AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

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

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

NONDISCRIMINATION

The City and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification to the extent allowed by applicable law.



ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the respective Union as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all regular full-time, part-time, and temporary parking enforcement officers employed by the City of Seattle (hereinafter, "employees" or "PEOs").
- 1.2 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a permanent position on an interim basis. Work performed by a temporary employee may include 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 (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.1, 1.2, 1.3, 2.2, 2.3, and 2.3.1, and 9.1.
- 18.101.4 Use of temporary employees is governed by a Memorandum of Agreement by and between the City of Seattle and the ~~Seattle Parking Enforcement Officers' Association~~ Union. The City may only use temporary employees in accordance with the terms of such agreement as such is modified through agreement of the parties from time to time.



ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 The City agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 2.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular monthly dues uniformly required of members of the Union, or an agency fee. 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.
- 2.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Union in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall, subject to the requirement of applicable law, remain members of the Union during the term of this Agreement.
- 2.3.1 A temporary employee may, in lieu of the Union membership requirements, pay a service fee in an amount equivalent to one and ~~one-half percent~~four-tenths (1.54%) 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.
- 2.4 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees within the bargaining unit. To this end each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. This obligation (as a condition of employment) shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.
- 2.4.1 Employees covered by this Agreement who have a religious objection to Union membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular Union dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The

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employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.4.2 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 Sections 2.3, 2.3.1 and 2.4 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 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 2.

2.4.3 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 2.3, 2.3.1 and 2.4 of Article 2, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the 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 department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

2.4.4 In the event the employee has not yet fulfilled the obligation set forth within Sections 2.3, 2.3.1 and 2.4 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 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. Absent good cause not to effectuate discharge, the City must discharge employees who do not fulfill their obligations under this Article. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the 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 department head shall notify the Union in writing,

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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 good cause why it has not done so.

2.5 The Union will administer the provisions of this Article with regard to membership or Union of employees in accord with its obligations under the law. Any disputes brought by an employee solely concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The Union agrees to indemnify and save harmless the Employer from any and all liability arising from disputes concerning the amount of Union dues or fees and/or liability arising from a wrongful Request for Discharge by the Union pursuant to this Article; provided, however, this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the Employer in administering its obligations under this Article.



ARTICLE 3 - RIGHTS OF MANAGEMENT

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

3.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of the employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the City's 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; and the assignment of employees to specific jobs within the bargaining unit.

3.3 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, 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 to contract out work under this provision, the Union shall be notified. The department head 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.

3.4 The Employer agrees to notify the Union in advance of anticipated departmental changes significantly affecting working conditions of employees covered by this Agreement. Conferences may be held thereon upon request by either party prior to such changes being placed in effect. For illustrative purposes, such changes would include, but are not limited to, changes in

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bargaining unit working hours, and the expansion or reduction of major services. Transfers, reassignments, and emergency situations shall be excepted exempt from this provision.

3.45 ___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.

The City shall notify the Union prior to establishing new and/or revising existing performance evaluation system(s).

3.56 ___—Any performance standards used to measure the performance of employees shall be reasonable.



ARTICLE 4 - WORK STOPPAGES

4.1 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 or condone any work stoppage, strike, slowdown, or similar 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, strike, slowdown, or similar 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 disciplinary actions as may be determined by the City.

4.2 In the event, however, that there is a work stoppage, strike, slowdown, or similar interference with City functions which 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 meet the following conditions:

- A. Within not more than four (4) hours after notification by the City of 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 picket lines.
- C. The Union, its officers, and representatives will, 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 in no case be construed as a violation by the City of any provisions in this Agreement.

4.3 The City shall not engage in any lockout or similar action.



ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 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. 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 notice of the grievance and reasonable opportunity to be present at any meeting called for the resolution of such grievance. Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure. There shall be no change in the nature of any grievance after it is filed.

5.1.1 An employee has the right to have an-a Union representative, Union officer or Shop Steward present at each step of the grievance procedure.

5.2 A grievance shall be processed as follows:

Step 1 - The grievance shall be submitted in writing to the Parking Enforcement Unit Commander within twenty (20) business days of the alleged contract violation. The grievance shall include a description of the incident and the date it occurred. The parties agree to make every effort to settle the grievance at this stage promptly. The Unit Commander should consult and/or arrange a meeting with the employee's supervisor or such other person as is necessary to resolve the grievance. Within ten (10) business days after being notified of the alleged grievance, the Unit Commander shall make arrangements for a grievance meeting and shall answer the grievance in writing within ten (10) business days after the grievance meeting. ~~b~~ The Unit Commander shall answer the grievance in writing within ten (10) business days after being notified of the alleged grievance.

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be submitted in writing by the Union to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after the receipt of the Step 1 answer. The Step 2 grievance shall state the section(s) of the Agreement allegedly violated, provide a detailed explanation of the grievance, and identify the remedy sought.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the Bureau Chief, the Union or the aggrieved employee or the Bureau

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Chief 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. 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. A 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. 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 Bureau Chief and the Union 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, within ten (10) business days after receipt of notification from the ADR Coordinator that the grievance was not resolved, the Bureau Chief shall ~~convene~~ make arrangements for a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union officer, Union Representative and/or Union officer or Shop Steward, together with the department labor relations ~~officer~~ representative. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply in writing to the Union.

Without Mediation:



Within then (10) business days after receipt of the grievance, Tthe Bureau Chief shall ~~convene~~ make arrangements for a meeting_ ~~within ten (10) business days after receipt of the grievance~~ bbetween the aggrieved employee, ~~Shop Steward and/or Union Representative,~~ and/or Union officer or Shop Steward, together with the Unit Commander, and departmental labor relations officerrepresentative. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the GuildUnion.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance, as presented in Step 2, as well as a statement of the Union identifying in general those issues that remain unresolved, shall be forwarded by the Union within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The Union may also include a statement of the Union's reasons for not accepting the Step 2 response.

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

The Director of Labor Relations or his/her designee shall investigate the alleged grievance and, if deemed appropriate, he/she shall, within then (10) business days, ~~convene~~ make arrangements for a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Union an answer in writing within ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the alleged grievance is not settled in Step 3, it may be referred to the American Arbitration Union-Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration will be made within 20 (20) business days after decision in Step 3, and will be accompanied with the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Details or nature of the alleged violation.
- C. Position of party who is referring the grievance to arbitration.
- D. Question(s) which the arbitrator is being asked to decide.

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E. Remedy sought.

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

Arbitrations may, by mutual agreement, be submitted to expedited arbitration in accordance with American Arbitration Association procedures.

The City and the Union will meet to select, by mutual agreement or by alternatively striking names, an arbitrator to hear the parties' dispute. Each party will propose a minimum of three names. If the striking method is used, the first party to strike a name will be determined by a coin toss. If the initiating party fails to begin the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

5.3 The parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The arbitrator shall have no power to ~~tender~~ render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of only the express terms of this Agreement.
- B. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive, and binding upon the City, the Union, and the employees involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case. [Note: One party could bear the cost of the arbitrator for disciplinary grievances submitted to arbitration under the Offer of Settlement procedure described at Section 6.7B.]
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

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- 5.5 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. Similarly, any aspect of this Article may likewise be modified by written agreement of the parties.
- 5.6 A grievance in the interest of ten (10) or more of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein. A 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 grievance procedure and be processed within the time limits set forth herein.
- 5.7 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement; provided however, that this provision does not impair the right to subsequently grieve such directive and to obtain appropriate recourse for said alleged violation.
- 5.8 Failure by an employee or the Union to comply with any time limitations 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 to proceed to the next step without waiting for the City to reply at the previous step.
- 5.9 ~~5.9~~ Arbitration awards or grievance settlements shall not be 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.
- 5.10 Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such Offer of Settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.4 above.
- 5.11 Alternative Dispute Resolution. The City and the Union encourage the use of the City's Alternative Dispute Resolution (ADR) Program or other ADR process to resolve non-contractual workplace conflicts/disputes. Participation in the City's ADR Program or in another ADR Program is entirely voluntary and confidential.

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ARTICLE 6 - DISCIPLINARY PROCEDURE AND PERSONNEL FILES

- 6.1 The City may reprimand orally and/or in writing, suspend, demote, or discharge an employee for just cause.
- 6.2 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or violate the rules and regulations of the department or impair the integrity of the department.
- 6.3 Prior to any disciplinary action being taken against an employee, the employee will be provided a general description of the substance of an investigatory file and be provided an opportunity to respond.
- 6.4 —Investigatory Interviews. When an employee attends a meeting for purposes of discussing an incident that the employee reasonably believes may lead to discipline because of that particular incident, the employee shall have a right to be accompanied by a representative of the Union. If the employee desires Union representation during the meeting, they shall notify the City and will be provided a reasonable period of time not to exceed twenty-four (24) hours to obtain such representation. The notice regarding the interview and the time, place, and manner in which it is conducted shall be reasonable and consistent with the Internal Investigations Section and or Department procedures applicable to civilian Department employees.
- 6.4.1 Employees shall be notified in writing before a finding is made regarding any complaint involving the employee when such complaint will require either a written or oral statement from the employee, or by the nature of the complaint, the employee could be subject to disciplinary action.
- 6.4.2 The employee will be provided with sufficient facts regarding the complaint so that he/she can prepare a statement in their defense, should he/she so desire. Employees will be given seven (7) calendar days after receipt of said facts to submit a statement. This time limit may be extended, in the discretion of the Department, upon submission of a written justification by the employee for such delay. The Union agrees that delay requests will be reasonable and not applied for merely to delay the process.
- 6.4.3 Whenever an employee submits a verbal or written statement as required by the Department, they should preface the statement with the following sentence:

“This is a true and involuntary statement given by me in accordance with Section 1.117 of the Seattle Police Department Manual.”

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- 6.4.4 One of the following dispositions will be assigned once the complaint has been investigated: 1) Sustained - the allegation of misconduct is supported by a preponderance of evidence; 2) Not Sustained - a preponderance of evidence neither proves nor disproves the allegation of misconduct; 3) Unfounded - a preponderance of evidence indicates the allegation of misconduct is false or the alleged act did not occur; 4) Exonerated - the preponderance of evidence indicates the alleged act did occur, but the act was justified, lawful and proper.
- 6.4.5 After an employee has been advised of a complaint against him/her and at the conclusion of that investigation, the employee will be advised of any findings, including those instances where the finding was "exonerated" or "unfounded."
- 6.4.6 An employee may request access to the investigative portion of closed Internal Investigations, EEO and performance complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. Department shall consider the circumstances and not unreasonably deny such access.
- 6.4.7 It is agreed by the City and the Union that it is in the public interest and to their mutual benefit to maintain confidentiality of Departmental disciplinary proceedings to the extent that circumstances may reasonably allow.
- 6.4.8 With the exception of criminal investigations or where the employee fails to cooperate or is unavailable to participate in the investigation, complaint investigations will be completed by the City within one-hundred eighty (180) days after the initial employee notification of said complaint. Employees who are the subject of an investigation shall be promptly advised of the completion of the investigation, the finding and proposed discipline. No discipline may result from the investigation if the investigation of the complaint is not completed and the finding provided to the named employee within one-hundred eighty (180) days after the employee has been notified of the complaint.

~~When a complaint against an employee is being investigated by the Internal Investigations Section and the employee is to be interviewed, the employee may be represented by the Union and will be provided a reasonable period of time not to exceed four (4) hours to obtain such representation. The notice regarding the interview and the time, place, and manner in which it is conducted shall be reasonable and consistent with the Internal Investigations Section procedures applicable to other civilian department employees.~~

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6.5 Appeals of disciplinary action shall be processed in accordance with the procedures set forth below:

Within twenty (20) business days of receiving written notice of disciplinary action, the employee through the Union may appeal the discipline through the grievance procedure delineated in Article 5; provided that an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. While the employee must make a timely selection of one, and not both of these appeal options, this selection requirement will not itself act to divest any employee of his/her right to appeal disciplinary action. In the event both a grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

6.6 After three years from the date of a written reprimand, an employee who is not the subject of any subsequent sustained complaints or of a pending investigation may petition the Chief of Police for the removal of the written reprimand from his/her department personnel file. The Chief, acting in good faith, shall consider the circumstances and the employee's request for such removal and advise the employee of his/her decision.

~~6.7~~ ~~The parties have agreed to adopt the following procedures 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 5.4, above.~~

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

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6.7 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.

6.8 —Employees covered by this Agreement may examine their personnel file in the presence of a designated Personnel Section representative. Materials placed into the employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention. Employees who challenge material included in their personnel file may submit to the Personnel Section material relating to the challenge that will be inserted in their personnel file. 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 this provision, including allowing employee access to such files. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by departmental regulations.

6.9 The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts to restrict the use of information in the files other than name, payroll title, unit of assignment, rate of pay, and date of hire to internal use by the City. In addition, the City shall not release such information outside the City without reasonable advance notice to or a waiver signed by the subject employee, unless providing such notice or obtaining a waiver is impractical. The City also agrees that medical, emergency notification, home address, home telephone number, social security number, beneficiary designation, records of discipline, and performance evaluations shall be kept confidential to the extent permitted by law, and access to such information by City employees shall be limited to those persons authorized to access and needing to know such information.

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ARTICLE 7 — CLASSIFICATION, AND RATES OF PAYWAGES, AND OTHER
COMPENSATION

- 7.1 The classification of employees covered under this Agreement and the corresponding rates of pay effective ~~January 2~~December 29, 2002~~54~~, are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- ~~7.2~~ Effective January 1, 2003, the base wage rates enumerated in Appendix A of this Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2002 over the same index for June 2001; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics.
- ~~7.3~~ Effective December 31, 2003, the base wage rates enumerated in Appendix A of this Agreement, as adjusted by Section 7.2, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2003 over the same index for June 2002; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics.
- ~~7.4~~ In the event the "Consumer Price Index" becomes unavailable for purposes of computing the wage increase provided in Section 7.2 and Section 7.3, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If the substitute is not satisfactory to either party, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.
- ~~7.5~~ The parties agree that the Coalition of City Unions may re-open this Agreement by giving notice to the City by no later than February 15, 2003, for the express purpose of negotiating salary reviews and ancillary contract benefits. The results, if any, from said negotiations shall be effective as mutually agreed by the parties.



7.62 The Union or the City may propose a gain-sharing program during the term of this Agreement. Implementation shall be subject to mutual agreement between the Union and City.

7.73 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 prepayment 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. ~~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.

7.4 ————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, 200x.

7.5 ————The parties 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.

7.6 Meal Reimbursement while on Travel Status. An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An

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employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.



ARTICLE 8 - HOURS OF WORK AND OVERTIME ARTICLE

8.1 For purposes of this Article the following definitions shall apply:

Work schedule shall be the scheduled days of work.

Work shift shall be the hours scheduled to work on each scheduled day of work.

Work week shall be a seven-day period beginning with the first shift on Wednesday and ending at the conclusion of the evening shift on Tuesday. (The City pay period consists of two such work weeks.)

Normal day's work shall be eight (8) hours.

Normal week's work shall be forty (40) hours.

8.2 Work schedules shall normally consist of five consecutive days (Monday through Friday or Tuesday through Saturday) followed by two consecutive days off except as provided below:

In the event an employee is assigned to work on a Saturday which is a normally scheduled furlough day, Sunday will normally be one furlough day and Monday will be the other. Subject to staffing needs, the Commander of the Parking Enforcement Unit or his/her designee will schedule the second furlough day on any day requested by the employee within the same work week.

8.3 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes for each four-hour period worked ~~per day~~ during their regular shift. In addition, employees shall be entitled to a paid fifteen-minute rest period for each four hours worked ~~per day~~ during their regular shift.

With regard to overtime assignments, the following conditions apply:

1. Overtime assignments for PEO's in excess of four (4) hours shall include a working meal break, not to exceed 30 minutes.
2. The working meal break shall be taken by the PEO at a time that will minimize interference with the ability of the PEO to perform their overtime assignment.
3. The PEO shall notify their supervisor that they intend to take a meal break and the supervisor may decline to approve the meal break or interrupt a

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previously approved meal break, if the supervisor believes that there is a need for an immediate response by the PEO to a situation.

4. During a working meal break, the PEO shall monitor radio and remain available to respond immediately. The working meal break shall be taken within or near the location/area to which the PEO has been assigned. In addition, if the assignment involves the use of a vehicle, the PEO shall remain at or near their vehicle during their meal break.

8.4 ~~8.4~~ All work performed in excess of forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time 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. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City. Any unused accrued compensatory time may be carried over at the end of the year. For 2007 only, any hours of compensatory time that are carried over from prior years and cashed out by the Department shall reduce the number of compensatory hours that may be earned or used in 2007. ~~Although an employee's compensatory time balance may increase or decrease as time is accrued and used, a~~ At no time can the balance of an employee's available compensatory time, including compensatory time that is carried over, exceed fifty-six (56) hours. No more than forty (40) compensatory hours may be earned, used or cashed out within a calendar year. Sixteen (16) compensatory hours may be earned or used in addition to the forty (40) hour maximum consistent with the provisions of Section 8.10 herein. Any compensatory time in excess of fifty-six (56) hours per employee will be cashed out by the department. Only sixteen (16) hours of compensatory time may be used in any one pay period unless an exception is approved in writing by the Unit Commander.

A compensatory time use request submitted at least two (2) or more working days prior to the requested date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested date, whichever is earlier. Any request for two (2) or more compensatory days shall be submitted on the standard leave request form. At the time a request for compensatory time off is made employees must have a sufficient balance to cover the request.

8.5 A shift extension is defined as reporting for duty as scheduled within four (4) hours preceding or one hour or less following an employee's regularly scheduled shift. Shift extension hours and fractions thereof shall be compensated at the overtime rate on an hour-for-hour basis.

8.6 In the event overtime is not a shift extension either at the beginning or end of a normal shift, employees who are called back to work after being relieved of

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duty or required to appear in court in regard to official duties on their normal day off shall receive a minimum of four (4) hours' pay at the overtime rate, and shall be compensated for any additional time worked beyond the four- (4) hour minimum at the overtime rate of pay for each additional hour or fraction thereof.

8.7 In the event that an employee reports to work on a scheduled workday or when otherwise required and is sent home, said employee shall receive four (4) hours' pay for working four (4) or less hours, and eight (8) hours' pay for working eight (8) hours or less, but more than four (4) hours.

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

8.9 Employees may be required to work overtime. The details of the overtime assignment process have been incorporated in a memorandum of agreement dated March 7, 2001. That memorandum of agreement shall remain in effect until amended by mutual agreement. Upon the request of either party, on or before October 1 of each calendar year, the memorandum of agreement shall be jointly reviewed. The review shall be completed by the end of the calendar year.

8.10 In the event of heavy snowfall or ice conditions where employees cannot safely report to work or when conditions/circumstances are such that management decides to suspend enforcement of parking ordinances and employees are sent home or informed not to report to work, accumulated compensatory, vacation, or holiday time shall be used to offset hours lost from scheduled duty. In the event no compensatory, vacation, or holiday time is available, the employee shall be given leave without pay for such hours.

8.11 An employee who requests or voluntarily chooses to accept temporary assignment to a lower-paid classification for the primary benefit of the employee shall be paid at the rate of the lower classification. This provision does not apply to limited-duty assignments.

8.12 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization.

8.13 The evening shift hours shall encompass the hours from 6:00 p.m. to 6:00 a.m.



8.13.1 An employee who is scheduled to work not less than two (2) hours of his/her regular work shift during the evening shift hours shall receive a shift premium of 35¢ per hour for all scheduled hours worked during such shift.

8.13.2 Involuntary overtime shall be defined as overtime worked during those shifts for which no discretionary time off is available and/or which are mandatorily assigned due to City emergency. Unless the overtime is involuntary, no shift premium pay will be due employees who work overtime during the evening shift hours as an extension of their regular shift or on a call back, if such employees do not regularly work the evening shift. If the overtime is involuntary, employees who do not regularly work the evening shift will receive the shift premium only for those hours actually worked during the evening shift hours.

8.13.3 ~~8.13.3~~—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. Employees who work this shift for which a premium is paid 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.

8.13.4 Shift assignments shall be made seasonally. Shifts shall be selected by the employee, by unit seniority.

A. The year shall be divided into three seasons of:

January 1- April 30

May 1 - August 31

September 1 - December 31

B. With the exception of task force positions, all assignments will be available for selection. Assignments will be listed by radio frequency, area and designated as relief.

C. The shift selection process shall begin at least 30 days prior to a season beginning. As part of the shift selection process, an employee shall indicate his/her choice for both a shift time and an area assignment for that season.

D. Notwithstanding the employee's choice in shift time and area assignment, Parking Enforcement Unit management may make reassignments of any duration for all uniformed personnel for purposes of addressing operational needs or special circumstances, including without limitation, an officer's inability to drive a scooter which would require assignment to an area in which enforcement is conducted by walking, or for purposes of

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addressing other specific performance-related matters, including the training needs of probationary employees.

E. In case of an emergency requiring a concerted response as determined by the Unit Commander, any and all assignments may be revised on a day-to-day basis to serve the needs of the department in responding to the emergency condition. Assignment revisions may not continue any longer than the emergency period. An explanation shall be given to the Union during the emergency condition or immediately thereafter explaining the reason for the assignment revisions. If the expected length of the emergency condition is to exceed two (2) days, an expected length shall also be provided.

8.13.5 Requests by employees who have successfully completed probation to trade up to two shifts per season will be granted, provided that:

A. The trade involves the direct exchange of shifts by two employees only;

B. The trade can be accomplished without additional cost or overtime obligation to the employer;

C. The trade will not interfere with the operations of the employer;

D. The two employees agreeing to the trade have signed an agreement specifying the date of the trade, the shifts to be traded, and the reason for the trade; and

E. Both supervisors, after having been provided reasonable notice and a copy of the agreement between the two employees, have approved the trade, which approval shall not be unreasonably denied.

F. Employees may be subject to discipline for failure to report as scheduled to a shift to which they have agreed to report as a result of a trade.

8.14 Secondary Employment Permits. The review of requests for secondary employment permits will be conducted consistent with Seattle Police Department Manual Section 1.289, except as noted below.

A. In determining whether or not an employee has a record of above average sick leave, sick leave for the following reasons shall be excluded: certified family medical leave; on-the-job injury or illness; and funeral leave.



- B. In the event the secondary work permit of an employee is revoked or denied, the employee shall be provided an explanation of the reason and an opportunity to meet with the Unit Commander upon request.
- C. Upon the request of the employee, the denial or revocation of a secondary work permit shall be reconsidered after ninety (90) days. If the denial or revocation was for above average sick leave use and the sick leave use by the employee is below average for the one-year period prior to the date of the reconsideration, a new secondary work permit shall be approved unless there are other reasons for a denial. An employee on the mandatory sick leave reporting program may request reconsideration after he/she is no longer on the sick leave reporting program.
- D. Permits for work of less than four days duration must be approved by the employee's chain of command and must be obtained in writing.

ARTICLE 9 — UNIFORMS, AND EQUIPMENT, AND TRAINING

- 9.1 Each employee covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance of five hundred ~~forty~~ eighty four dollars (\$584.00). The reimbursement for new employees shall be split so that two hundred ninety-two ~~seventy-five~~ dollars (\$292.00) shall be reimbursed after the first six months of employment and the remaining two hundred ~~seventy-five~~ ninety-two (\$292.00) shall be reimbursed after one year of employment.
- 9.2 The City shall furnish ticket book holders, briefcases, badges, radios, whistles, traffic flashlights, flashlight batteries, traffic gloves and flagging vests.
- 9.3 The City agrees to allow each employee to dress in either civilian clothes or the duty uniform when subpoenaed to court during off-duty hours. Said clothing shall be neat, proper, clean, and consistent with department standards for civilian dress.
- 9.4 A transition period of two (2) weeks shall be established by the department management which shall cover the period when employees are changing from the winter uniform to the summer uniform and from the summer uniform to the winter uniform. The uniform choice during the transitional period shall be established by the Unit Commander with recommendations from the Parking Enforcement Officers' Uniform Committee.
- 9.5 A Uniform Committee may be established by the Union and said Committee may recommend uniform changes with regard to style, color, material, and type of uniform to be worn while on duty to the Unit Commander. Such Committee, if established, shall be notified in advance and provided an opportunity for input in regard to any uniform changes.
- 9.6 At any time of the year, employees shall have the option of wearing either long- sleeved or short-sleeved uniform shirts.
- 9.7 The City will repair or replace uniforms or City-furnished personal equipment damaged, destroyed, or lost in the line of duty in accordance with Section 1.193.IV of the Police Department Manual, except when caused by the employee's own negligence.
- 9.8 ~~Scooter Vehicle assignments shall first be made in the sole discretion of management by the City to optimize the cost-effective utilization of the scooter with consideration of operational efficiency and for valid medical or safety reasons; provided, however, that if cost-effectiveness~~ operational

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efficiency or medical needs are not implicated, scooters-vehicles shall be assigned based upon seniority.

9.9 It is agreed by the City and the Union that employees have a reasonable expectation of privacy in their assigned lockers; provided, however, that the City may subject all PEO lockers, or a randomly selected portion of PEO lockers, to a routine inspection upon order of the Unit Commander and after reasonable notice to the Union and the PEO's. Individual lockers may be entered without prior notice only under exigent circumstances upon the order of a Lieutenant or above. If the City reasonably believes that a particular locker has been abandoned, the City may inspect such locker after providing reasonable notice through posting the locker or otherwise. Nothing in this section shall diminish or impair the PEO's right to privacy in the contents of items within such locker as otherwise provided by law.

9.10 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.

ARTICLE 10 - HOLIDAYS

10.1 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
Two Personal Holidays	

10.2 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

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

10.4 Employees on paid status on or prior to October 1 shall be entitled to use one personal holiday as referenced in Section 10.1 during that calendar year. Employees on paid status on or prior to February 12 shall be entitled to use an additional personal holiday as referenced in Section 10.1 during that calendar year. The personal holiday can be used in the same manner as any earned vacation day, except that new employees are not restricted from using their personal holiday during the first six months of employment.

"Paid status" is defined as paid hours of work plus paid time off such as vacation, holidays and sick leave.

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

10.6 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

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one and one-half (1-1/2) times their straight-time hourly rate of pay for hours worked.

10.7 Holidays enumerated in Section 10.1 which fall upon a Saturday or Sunday shall be recognized and paid, per Section 10.6, on those actual calendar days for employees who are regularly scheduled to work those days as part of their regular forty- (40) hour work week. Holiday premium pay, per Section 10.6, shall be paid only once for any holiday.



ARTICLE 11 - VACATIONS AND LEAVES OF ABSENCE

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

11.4 Eligible employees shall accumulate vacation from the date of entering City service and may use accumulated vacation with pay after one thousand forty (1040) hours on regular pay status with department approval.

11.5 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

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

- 11.5.1 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 is 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, and approval shall not be unreasonably denied. Provided that the vacation time could be taken within such three-month period, no extension of this grace period will be allowed.
- 11.6 The minimum vacation allowance to be used by an employee shall be ~~one-half day or, at the discretion of the head of the department, such lesser amount as may be approved by the department head~~ hour.
- 11.7 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.
- 11.8 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be disbursed to the employee's designated beneficiary(ies) or the employee's estate.
- 11.9 Pursuant to Section 11.10 below, 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 possible in light of staffing needs of the Unit and/or the employee's shift.
- 11.10 Vacation requests for the calendar year shall be submitted no later than February 15. Such requests shall be returned no later than March 1 of such calendar year. Seniority shall govern if there are conflicts between vacation requests. All vacation requests submitted before February 15 shall take precedence over vacation requests submitted after that date. After February 15, and for vacation requests submitted for the balance of the month of February, vacation requests shall be granted on a first-come, first-served basis. After February 15, a vacation request submitted at least two (2) or more working days prior to the requested vacation date shall be returned to the employee, either granted or denied, no later than five (5) working days

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from the date of the request or the working day prior to the requested vacation date, whichever is earlier.

11.11 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances may, upon the request of the employee, be deducted from his/her accrued sick leave time rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of the illness or injury. Upon request, the employee shall submit medical documentation of the illness or injury from the attending physician regardless of the number of days involved.

11.12 Except for family and medical leave (FMLA) granted pursuant to federal, state or local law, or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered according to City Personnel Rules, and as follows:

- A. Upon approval by the Chief of Police or his/her designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave and compensatory time he/she has previously accrued before beginning the leave.
- B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave he/she has previously accrued before beginning such a leave. Provided: the department head may deny the use of vacation leave that is requested for health reasons.
- C. Employees may request an unpaid leave of absence by submitting a leave of absence request form. If denied, the reasons for such denial shall be provided to the employee in writing.
- D. The department shall make reasonable efforts to assign employees returning to work following an approved unpaid leave of absence of less than sixty (60) days to the last shift to which the employee had been assigned prior to going on leave.
- E. Seniority status within the unit shall not be affected by an unpaid leave of absence of one hundred eighty (180) days or less in duration.

11.13 -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

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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.

11.134 Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of the Seattle Municipal Code, Chapter 4.33.

11.145 Reinstatement. Except as otherwise expressly provided in this Agreement, 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 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE
AND LONG TERM DISABILITY

12.1 Effective January 1, 2002~~5~~, 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 Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2002~~2005~~, 2003~~6~~ and 2004~~7~~, 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, copays 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.

~~12.1.1~~ During calendar year 2002, the City shall pay one hundred percent (100%) of the increase in monthly premiums for medical, dental and vision coverage.

~~12.1.2~~ For calendar years 2003 and 2004, during the term of this Agreement, the City shall pay the equivalent of 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.

12.1.1 -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 the following, 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.

12.1.2 The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern

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the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit 1 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.

12.1.3 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.

12.2 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 90-day elimination period, which insures 60% of the employee's first \$667 base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a 90-day elimination period, which insures 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.



- 12.2.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this Article and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term plan shall provide substantially equivalent benefits.
- 12.2.2 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 Section 12.2.
- 12.3 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.
- 12.3.1 Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows: 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.
- 12.3.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.4 The City may offer an option for employees to purchase a new-long term care benefit for themselves and certain family members.
- 12.5 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).



ARTICLE 13 - SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY LEAVE

13.1 For eligible employees, sick leave credit shall accumulate 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.

13.1.1 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.

13.1.2 Sick leave credit may be used for time off with pay 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. Medical or dental appointments.

Sick leave credit may also be used for any leave taken to care for ill or injured family members as defined in Section B.4 hereto, or other individuals in accordance with applicable federal, state, or local law.

Abuse of sick leave shall constitute a disciplinary offense and shall be grounds for suspension or dismissal.

13.1.3 Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied, in accordance with Ordinance 90789 as now or hereafter amended, 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.

13.1.4 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.

13.2 Funeral Leave - Regular employees shall be allowed one (1) day off with pay for the purpose of attendance at the funeral of any close relative; provided that where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefor, authorize additional leave for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of

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the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section and as defined by Ordinance 114648, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, brother, sister, grandchild, grandfather, or grandmother of the employee or of the spouse or domestic partner of such employee, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, or nephew of such employee or spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, or nephew of spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

13.3 Emergency Day: Paid leave will be granted for one (1) day or a portion thereof per calendar year (and without a reduction in earned sick leave or vacation) subject to approval of the employee's supervisor and/or department head when it is necessary that the employee be off work to attend to an unforeseen emergency with respect to the employee's household that necessitates action on the part of the employee. "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two separate instances but no more than eight (8) hours shall be allowed in any calendar year. In unforeseen emergencies that require additional time beyond eight (8) hours, the employee may request the use of accrued leave, with the exception of sick leave. The employee may request leave without pay in accordance with Article 11.12.



ARTICLE 14 - INDUSTRIAL-ON-THE-JOB INJURY OR ILLNESS

14.1 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.

14.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no-pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in 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 14.1.

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. Such authorization shall not be unreasonably withheld.

14.2 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.

14.2.1 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

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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 will be subject to the grievance procedure.

14.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

14.4 Any employee eligible for workers' compensation benefits under SMC 4.44 whose industrial-on-the-job injury or illness prevents him/her from performing his/her regular duties but who, in the judgment of a physician, could perform other duties which would not aggravate or worsen the worker's injury or illness may be offered a limited duty assignment, if such work is available. The duties of such an assignment will be consistent with the medical restrictions identified by the physician. An employee working a limited duty assignment shall be subject to the requirements of the department manual section regarding such assignments (in effect as of the date of this Agreement) and shall be compensated at his/her normal rate of pay. Refusal to accept an appropriate limited duty assignment may result in the loss of workers' compensation benefits.

14.5 The department shall make reasonable efforts to assign an employee returning to full duties within two hundred sixty (260) work days following an industrial-on-the-job injury to the last shift to which the employee had been assigned prior to the injury.



- 14.6 Sick leave shall not be used for any disability herein described except as allowed in Section 14.1.1.
- 14.7 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid; provided, however, that employees who are not eligible to receive such supplemental benefits shall be entitled to receive State Industrial Insurance Compensation and Medical Aid, if eligible.
- 14.8 Appeals of any denials under State Industrial Insurance Compensation and Medical Aid (not supplemental benefits) shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 14.9 Except as otherwise specifically provided herein, this Article shall in no manner affect employees' eligibility to receive full benefits and rights provided by applicable federal, state and local law.
- 14.10 A probationary employee who believes that he/she has been discharged or otherwise discriminated against by the City in violation of RCW 51.48.025, based upon his/her filing or communicating to the employer an intent to file a claim for compensation or exercising rights under Chapter 51.48 RCW, may request review of such an allegation by the Chief or Police or his/her designee.



ARTICLE 15 – RETIREMENT

15.1 Pursuant to Ordinance 7844 as amended, all employees shall be covered by the Seattle City Employees Retirement System.



ARTICLE 16 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 16.1 The City and the Union agree to establish a joint Conference Committee consisting of three (3) representatives of the Union, including the President of the Union or his/her representative, and three (3) representatives of the City, which may include the Director of Labor Relations or his/her representative. The participants on the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.
- 16.2 The purpose of this Committee is to deal with matters of general concern to the Union and to the City as opposed to individual complaints of employees; provided, however, it is understood that the Conference Committee shall function in an advisory capacity and shall not be considered a decision-making body; and provided, further, it is understood that this Committee shall not be considered a collective bargaining forum and its composition shall not constitute a waiver of any other obligation provided by applicable law. It is further understood that the work of the parties under the Conference Committee procedure shall in no way add to or subtract from, alter, or amend this Agreement.
- 16.3 Either the Union representative or the City representative may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. Subjects for discussion at Conference Committee meetings during the term of this Agreement shall be identified in advance. If such subjects have been identified by either party, the Committee shall meet not more than once each season. The parties shall alternate, meeting by meeting, the chair responsibilities. The person acting as chairperson shall develop a written agenda for the meeting with input from both parties identifying the subjects for discussion and shall distribute the agenda to all Committee members one week prior to the meeting, with a copy to the Bureau Commander, the Unit Commander and Labor Relations.
- 16.4 Conference Committee meetings shall be scheduled during the employees' normally scheduled work hours and shall constitute paid work time.
- 16.5 Any decisions or agreements reached by the Conference Committee shall be put in writing and distributed to the Union and the Unit Commander.
- 16.6 Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality control, and customer service.

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

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

The parties support the use of the EIC process to explore potential alternative work schedules for employees. The adoption of any alternative work schedule shall be by mutual agreement.

16.7 A Labor-Management Committee 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.



ARTICLE 17 - UNION REPRESENTATIVE, SHOP STEWARDS
AND BULLETIN BOARDS

17.1 A Union officer or shop steward may, after notifying the appropriate supervisor in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such officer or shop steward shall limit his/her activities during such investigations to matters relating to this Agreement.

17.2 The Employer shall afford Union officers and shop stewards a reasonable amount of time while on duty to consult with aggrieved employees, provided that the Union officers and shop stewards or the aggrieved employee contact the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with parking enforcement operations. On-duty consultations with aggrieved employees of more than fifteen (15) minutes must be requested in writing and approved—responded to in writing by the Unit Commander or his/her designee.

17.3 The Union may appoint a shop steward for each shift within the Parking Enforcement Unit. In turn, the Union shall furnish a current list of shop stewards to the Police Department and the City Director of Labor Relations. Stewards shall be regular full-time employees and shall perform their regular duties as such. While on the job, shop stewards shall function as the Union's representatives for the purpose of informing the Union of any alleged violations of this Agreement, investigating and processing grievances relating thereto, informing members of Union business, and serving as Union representatives in circumstances where a member is entitled to Union representation, as long as said Union duties do not deter the stewards from satisfactorily performing their regular job duties and do not result in an unreasonable amount of time being spent on Union business.

17.4 _____ The parties to this agreement recognize the value to both the Union and the City of having employees express their perspectives as part of the negotiations process. Therefore, effective January 1, 2005, employees who participate in the 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;
- 4) In the interest of maintaining necessary staffing levels, no more than three (3) employees shall attend a negotiation session at one time as part of the Union's bargaining team. Additionally, the parties agree that shift adjustments will be accommodated to allow the Union's bargaining team to participate in 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 July 11, 2001, 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:~~

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

~~B. 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.~~

~~C.A. 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.~~

This provision shall automatically become null and void with the expiration of the collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

17.5 City work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs other than as provided in this Article, Article 5, Grievance Procedure, and Article 16, Labor-Management Conference Committee, and no City property or facilities, including vehicles, shall be used for Union business or any other non-City purpose. Except: conference rooms may be used for Union business



provided such usage does not interfere with City work, does not occur during City work time, and is used with prior management approval.

17.6 Shop stewards and employees 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 stewards interfere with orders of the employer or unilaterally change working conditions.

17.7 Upon request and not more than three (3) times per year, the Employer shall furnish the Union a listing of all active employees within the bargaining unit.

17.8 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for postings that promote or oppose a ballot issue or assist a candidate for public office, or are otherwise inappropriate for the workplace. Postings involving internal Union politics and/or Union elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Parking Enforcement Officers' Association. Absent exigent circumstances, the City shall provide the Union with notice when it considers a posting inappropriate and provide the Union an opportunity to remove such notice.

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ARTICLE 18 – GENERAL CONDITIONS

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 a 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 assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in Department and City safety programs.
- 18.3 –A representative from the bargaining unit, designated by the Union, shall serve on the Department Safety Committee. With the approval of the PEO Supervisor, said representative will be allowed time off with pay to attend safety meetings, as scheduled by the Department.
- 18.4 –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.

~~18.1 – Employees covered by this Agreement may examine their personnel file in the presence of a designated Personnel Section representative. Materials placed into the employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention. Employees who challenge material included in their personnel file may submit to the Personnel Section material relating to the challenge that will be inserted in their personnel file. 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 this provision, including allowing employee access to such files. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by departmental regulations.~~

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~~18.2~~ The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts to restrict the use of information in the files other than name, payroll title, unit of assignment, rate of pay, and date of hire to internal use by the City. In addition, the City shall not release such information outside the City without reasonable advance notice to or a waiver signed by the subject employee, unless providing such notice or obtaining a waiver is impractical. The City also agrees that medical, emergency notification, home address, home telephone number, social security number, beneficiary designation, records of discipline, and performance evaluations shall be kept confidential to the extent permitted by law, and access to such information by City employees shall be limited to those persons authorized to access and needing to know such information.

~~18.3~~ It is agreed by the City and the Union that employees have a reasonable expectation of privacy in their assigned lockers; provided, however, that the City may subject all PEO lockers, or a randomly selected portion of PEO lockers, to a routine inspection upon order of the Unit Commander and after reasonable notice to the Union and the PEO's. Individual lockers may be entered without prior notice only under exigent circumstances upon the order of a Lieutenant or above. If the City reasonably believes that a particular locker has been abandoned, the City may inspect such locker after providing reasonable notice through posting the locker or otherwise. Nothing in this section shall diminish or impair the PEO's right to privacy in the contents of items within such locker as otherwise provided by law.

~~18.4~~ Shift assignments shall be made annually. Shifts shall be selected by the employee, by unit seniority.

~~A. The year shall be divided into three seasons of:~~

~~— January 1—April 30~~

~~— May 1—August 31~~

~~— September 1—December 31~~

~~B. Each employee may select the same or a different shift each season. With the exception of task force positions, all assignments will be available for selection. Assignments will be listed by radio frequency or as relief.~~

~~C. At the conclusion of the shift selection process, an employee may submit a memo requesting his/her preference for area assignments for each season. After consideration of operational needs, reasonable efforts will be made to accommodate such requests on the basis of seniority.~~

~~D. The Parking Enforcement Unit Commander may make reassignments in any one season for purposes of addressing a special circumstance such as an officer's inability to drive a scooter, which would require assignment to an area in which enforcement is conducted by walking, or for purposes of addressing other specific performance-related matters, including the training needs of probationary employees.~~

~~E. In case of an emergency requiring a concerted response as determined by the Unit Commander, any and all assignments may be revised on a day-to-day basis to serve the needs of the department in responding to the emergency condition. Assignment revisions may not continue any longer than the emergency period. An explanation shall be given to the Union during the emergency condition or immediately thereafter explaining the reason for the assignment revisions. If the expected length of the emergency condition is to exceed two (2) days, an expected length shall also be provided.~~

~~18.5 Requests by employees who have successfully completed probation to trade up to two shifts per season will be granted, provided that:~~

~~A. The trade involves the direct exchange of shifts by two employees only;~~

~~B. The trade can be accomplished without additional cost or overtime obligation to the employer;~~

~~C. The trade will not interfere with the operations of the employer;~~

~~D. The two employees agreeing to the trade have signed an agreement specifying the date of the trade, the shifts to be traded, and the reason for the trade; and~~

~~E. Both supervisors, after having been provided reasonable notice and a copy of the agreement between the two employees, have approved the trade, which approval shall not be unreasonably denied.~~

~~F. Employees may be subject to discipline for failure to report as scheduled to a shift to which they have agreed to report as a result of a trade.~~

~~18.6 Employees reemployed as Parking Enforcement Officers after resigning to enter the Police Academy training shall be returned to their former Parking Enforcement Officer salary step, shall retain their formerly accrued sick leave balance, and shall retain prior service credit for purposes of vacation accrual and seniority under the terms of this contract provided the employee is reemployed within three months after leaving the Academy.~~

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~~18.7~~ The Employer agrees to notify the Union in advance of anticipated departmental changes significantly affecting working conditions of employees covered by this Agreement. Conferences may be held thereon upon request by either party prior to such changes being placed in effect. For illustrative purposes, such changes would include, but are not limited to, changes in bargaining unit working hours, and the expansion or reduction of major services. Transfers, reassignments, and emergency situations shall be excepted from this provision.

~~18.8~~ 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.

~~18.9~~ 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.



~~The parties support the use of the EIG process to explore potential alternative work schedules for employees. The adoption of any alternative work schedule shall be by mutual agreement.~~

~~7.8.1 The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.~~

~~7.8.2 The parties 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.~~

~~7.9 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.~~

~~7.10 Alternative Dispute Resolution. The City and the Union encourage the use of the City's Alternative Dispute Resolution (ADR) Program or other ADR processes to resolve non-contractual workplace conflicts/disputes. Participation in the City's ADR Program or in another ADR Program is entirely voluntary and confidential.~~

~~7.11 Secondary Employment Permits. In accordance with Section 1.289.VI.A of the Police Department Manual, any record of above average days off for sickness, poor work record, or misconduct may result in the denial or revocation of a secondary employment permit.~~

~~A. The average to be considered shall be the Department average for sick leave use.~~

~~B. In determining whether or not an employee has a record of above average sick leave, sick leave for the following reasons shall be excluded: certified family medical leave; industrial illness or injury; and funeral leave.~~

~~C. In the event the secondary work permit of an employee is revoked or denied, the employee shall be provided an explanation of the reason and an opportunity to meet with the Unit Commander upon request.~~



~~D. Upon the request of the employee, the denial or revocation of a secondary work permit shall be reconsidered after ninety (90) days. If the denial or revocation was for above average sick leave use and the sick leave use by the employee is below average for the one-year period prior to the date of the reconsideration, a new secondary work permit shall be approved unless there are other reasons for a denial. An employee on the mandatory sick leave reporting program may request reconsideration after he/she is no longer on the sick leave reporting program.~~

~~7.12 Training:~~

~~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. A Labor-Management Committee 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.~~



ARTICLE 19 - TRANSFER, VOLUNTARY REDUCTION,
LAYOFF, AND SERVICE CREDIT

19.1 Transfer:

- A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.1C5 of this Article.

- B. Intradepartmental 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.

- C. Employees reemployed as Parking Enforcement Officers after resigning to enter the Police Academy training shall be returned to their former Parking Enforcement Officer salary step, shall retain their formerly accrued sick leave balance, and shall retain prior service credit for purposes of vacation accrual and seniority under the terms of this contract provided the employee is reemployed within three months after leaving the Academy.

- GD. 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

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have no rights to other positions in the application of the layoff language herein including Section 19.5C.

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 19.5D.

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 19.1C4 of this Article is not practicable.
6. The Personnel Director may approve a transfer under Section 19.1C1, 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 19.1 shall serve probationary and/or trial service period as may be required in Section 20.5.

19.2 Voluntary Reduction:

- A. A regularly appointed employee may be reduced to a lower-class upon his/her written request stating the 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 19.6. 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 his/her former status.

19.3 **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.

19.4 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.

19.5 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 20.4B); 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 19.5A(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 19.1C4. 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 19.6.
 - 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

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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 20, Section 20.4, 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 20, Section 20.4, 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.

- 19.6 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.

19.7

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 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 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 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 his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.

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

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

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 his/her probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.



20.3

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

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

20.4

Trial Service Period - An employee who has satisfactorily completed his/her probationary period and who is subsequently appointed to a position in another classification shall serve a twelve- (12) month trial service period, in accordance with Section 20.1.

- 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 that department and classification from which he/she was 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 his/her former department and former classification and being removed from the payroll.
- D. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- E. 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.

- F. 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.
- G. 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.
- H. A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been promoted or transferred.

20.5 **Subsequent Appointments During Probationary Period or Trial Service Period**

- If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve- (12) month probationary period be served in that department. If a regular employee or an employee who is 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

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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.

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

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 19.



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 thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

21.2 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 of the provisions so affected.



ARTICLE 22 - ENTIRE AGREEMENT

22.1 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, provided; however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

22.2 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 party 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 23 - SUBORDINATION OF AGREEMENT

- 23.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with or different from the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 23.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and Personnel Rules and said Ordinances and Personnel Rules are paramount except where they conflict with the express provisions of this Agreement.



ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall become effective on January 1, 2002~~5~~, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2004~~2007~~. 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, 2004~~2007~~. Any modifications requested by either party must be submitted to the other party no later than sixty (60) calendar days prior to the expiration date of the Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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.

24.3 Either party may reopen this Agreement for the purpose of negotiating the mandatory subjects of bargaining relating to the implementation of an alternative work schedule.

Signed this ____ day of _____, 2002~~2005~~6.

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

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

By _____ By _____
~~Glem Edwards~~William Dennis, Staff Representative Gregory J. Nickels,
Mayor

By _____
~~Dianne Drain~~David Trent~~Wayne McCann~~, President



APPENDIX A APPENDIX A

HOURLY RATES OF PAY

A.1

<u>Effective January 2, 2002</u> <u>December 29, 2004</u>	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
<u>Parking Enforcement Officer</u>	<u>\$15.79-16.84</u>	<u>\$16.35-17.44</u>	<u>\$17.02-18.15</u>	<u>\$17.61-18.78</u>	<u>\$18.31-19.53</u>

A.1

HOURLY RATES OF PAY

<u>Effective December 29, 2004</u>	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
<u>Parking Enforcement Officer</u>	<u>\$ 16.84</u>	<u>\$ 17.44</u>	<u>\$ 18.15</u>	<u>\$ 18.78</u>	<u>\$ 19.53</u>

A.2.

<u>Effective December 28, 2005</u>	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
<u>Parking Enforcement Officer</u>	<u>\$17.23</u>	<u>\$17.84</u>	<u>\$18.57</u>	<u>\$19.21</u>	<u>\$19.98</u>

A.3.

<u>Effective December 27, 2006</u>	<u>Entry</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>	<u>42 Mos.</u>
<u>Parking Enforcement Officer</u>	<u>\$19.88</u>	<u>\$20.51</u>	<u>\$21.27</u>	<u>\$21.93</u>	<u>\$22.73</u>

A.3. Effective December 27, 2006, wages will be increased by 100% of the averaged increase in the Seattle Tacoma Bremerton Area Consumer Price Index for Urban Wage

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Earners and Clerical Workers (CPU-W) over the period from June 2005 through June 2006.

A.4. For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

A.5 In the event the "Consumer Price Index" becomes unavailable for purposes of computing the wage increase provided in Section A.3, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If the substitute is not satisfactory to either party, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

APPENDIX B

B.1 VEBA. 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%). 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.

B.2 Supplemental Pension Plan. 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.

B.3 Personal Holidays. If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in contribution levels 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.

B.4 Eligible Family Member. 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.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano / 4-7874 Sarah Butler / 4-7929	Karen Grove / 4-5805

Legislation Title:

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2007.

• **Summary of the Legislation:**

The attached ordinance authorizes the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P. The collective bargaining agreement covers the period from January 1, 2005 through December 31, 2007. The agreement is consistent with the financial terms of the Coordinated Bargaining Tentative Agreement between the City of Seattle and the Coalition of City Unions which was signed on May 25, 2005 and is attached to this fiscal note as Attachment 1 (Ordinance 121888), or, where the pay for deployed military provision applies, the City of Seattle's military wage supplement (Ordinance 121885). Wage increases in 2007 are above the wage increases specified in the Coordinated Bargaining Temporary Agreement, but they are offset by other savings. The Washington State Council of County and City Employees, Local 21P represents approximately 66 regular employees within the bargaining unit.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The collective bargaining agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21P expired on December 31, 2004. The City and the Washington State Council of County and City Employees began negotiations in December of 2004 and came to a tentative agreement in October of 2006.

• *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.)*

This legislation has financial implications. *(Please complete all relevant sections that follow.)*



Cost items associated with the Collective Bargaining Agreement for Washington State Council of County and City Employees, Local 21P are consistent with the parameters of the Coalition of City Unions Tentative Agreement and include wages and employment benefits. Coalition members and non-represented employee wages increased by two and five tenths percent (2.5%) in 2005, two and three tenths percent (2.3%) percent in 2006, and will increase by three and four tenths percent (3.4%) in 2007. Given these increases, the aggregate salary and salary-related benefits for Coalition members and non-represented employees would grow from \$454.7 million in 2004 to approximately \$493.0 million in 2007. The City will also incur costs for salary-related benefits such as pension, social security and Medicare.

In addition to the 3.4% increase in 2007, Washington State Council of County and City Employees, Local 21P employees will receive an additional \$2 per hour in wages as a structural adjustment to their pay scale. Costs incurred by the \$2 increase will be offset by employee scheduling practices agreed to by the City and the Washington State Council of County and City Employees, Local 21P. The scheduling practices include limitation of compensatory time that employees may accumulate (resulting in greater revenue collection) and overtime savings associated with scheduling 14 employees on a Tuesday through Saturday workweek.

The aggregate salary, overtime, and salary related benefits under the Coalition Agreement and the cost items as described above will grow from approximately \$3,383,000 in 2004 to approximately \$3,616,000 in 2007.

Approval of the collective bargaining agreement as recommended in this legislation will require no budgetary adjustments. The 2005 and 2006 increases for the Coalition were built into the City's budgets for those years, and as a result the Police Department carried forward savings from 2005 and has sufficient funding in the 2006 budget to accommodate retroactive payments. Similarly, the 2007 increase of 3.4% is already included in the 2007 Adopted Budget. Any additional minor costs of the agreement will be absorbed by the Police Department's budget and offset by increased revenues.

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*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL			See Above	See Above



**See budget book to obtain the appropriate Budget Control Level for your department.*

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	2006 Revenue	2007 Revenue
TOTAL				See Above

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	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
TOTAL							

* List each position separately

** 2007 positions and FTE are total 2007 position changes resulting from this legislation, not incremental changes. Therefore, under 2007, please be sure to include any continuing positions from 2006

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date):



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*	2006 Expenditures	2007 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

Without ratification of the Collective Bargaining Agreement, Washington State Council of County and City Employees, Local 21P employees would continue to receive wages and benefits that became effective December 31, 2003.

- **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:

Attach. 1: Tentative Agreement – May 25, 2005



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.

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%).

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.

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 Warehouse/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:



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



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)

Bruce Heniken, Business Representative
I.U. Operating Engineers, Local 286

Bill Dennis, Staff Representative
W.S.C.C.C.E., Locals 21 and 21P

Natalie Kaminski, Union Representative
I.F.P.T.E., Local 17

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

Rick Sawyer, Secretary, Treasurer
H.E.R.E., Local 8

William Wickline, Business Representative
I.A.T.S.E., Local 15

Gregg Slaughter, Business Representative
Teamsters, Local 117

Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

December 12, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit to you the attached proposed Council Bill, which authorizes the execution of a Collective Bargaining Agreement between the City of Seattle and the Washington State Council of County and City Employees, Local 21P (hereafter referred to as WSCCCE, Local 21). WSCCCE, Local 21 represents approximately 66 regular City employees within the bargaining unit.

The Collective Bargaining Agreement, which covers the period from January 1, 2005 through December 31, 2007, is consistent with the financial terms of the Tentative Agreement by and between the City of Seattle and the Coalition of City Unions that was signed on May 25, 2005 (Ordinance No. 121888), or where the pay for deployed military provision applies, the City of Seattle's military wage supplement (Ordinance 121885). As explained in the Fiscal Note, wage rates are higher in 2007 than the rates specified in the Tentative Agreement, but the higher rates are offset by concessions on scheduling.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at extension 4-7874 or Sarah Butler at extension 4-7929.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a horizontal line.

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

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STATE OF WASHINGTON – KING COUNTY

--SS.

207192
CITY OF SEATTLE, CLERKS OFFICE

No.

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:122329 & 122331 TITLE

was published on

02/05/07

The amount of the fee charged for the foregoing publication is the sum of \$ 41.85, which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on
02/05/07 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 16, 2007, 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 884-8344.

ORDINANCE NO. 122329

AN ORDINANCE authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Washington State Council of County and City Employees, Local 21P to be effective through December 31, 2007.

ORDINANCE NO. 122331

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

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, February 6, 2007.

2/5(207192)