Ordinance No. 122958

Council Bill No. 116482

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters; and providing payment therefor.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Councilmember

Committee Action:

Pass 2-0 NL, TL 4/8/09 LH

4.13.09 Pass 8-0 (RM excused)

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

Law Department

CF No. _____

Date Introduced: 3-23-09		
Date 1st Referred: 3-23-09	To: (committee) Culture, Civil Rights, Health and Personnel (CCRHP)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 4.13.09	Full Council Vote: 8-0	
Date Presented to Mayor: 4.13.09	Date Approved: 4-20-09	
Date Returned to City Clerk: 4-21-09	Date Published: 3	T.O. ✓ F.T. —
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

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

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 17, 2009

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

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill, authorizing the execution of a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters, which represents approximately 62 regular City employees.

The collective bargaining agreement, which covers the period from January 1, 2008 through December 31, 2010, is consistent with the financial terms of the tentative agreement by and between the City of Seattle and the Coalition of City Unions that was signed on October 3, 2007 (Ordinance No. 122551).

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

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
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CLH COUNCIL CLERK

Mark McDermott/David Bracilano/sb
PERS Carpenters 2008-10 ORD
March 17, 2009
Version # 1

ORDINANCE 122958

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters; and providing payment therefor.

WHEREAS, the collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters, as the representative of certain City employees, expired on December 31, 2007; and

WHEREAS, employees represented by the Pacific Northwest Regional Council of Carpenters continued to work without a labor contract on condition that their wages, benefits, retirement, and other conditions of employment continue to be collectively bargained; and

WHEREAS, collective bargaining between the City of Seattle and the Pacific Northwest Regional Council of Carpenters has led to an agreement concerning wages, healthcare benefits, retirement benefits, and other conditions of employment as specified in the collective bargaining agreement; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute an agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters to be effective through December 31, 2010, substantially in the form attached hereto as Attachment 1 and identified as "Agreement by and between the City of Seattle and the Pacific Northwest Regional Council of Carpenters," provided that the collective bargaining agreement has been ratified by the union which is a party to the agreement being signed.

CITY COUNCIL CLERK

Section 2. The heads of employing units and/or their designees are hereby authorized to use unexpended and unencumbered salary funds accumulating in their budgets to pay the compensation authorized in the attached collective bargaining agreement.

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

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LH COUNCIL CLERK

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

Passed by the City Council the 13th day of April, 2009, and signed by me in open session in authentication of its passage this 13th day of April, 2009.

President _____ of the City Council

Approved by me this 20th day of April, 2009.

Gregory J. Nickels, Mayor

Filed by me this 21st day of April, 2009.

City Clerk

(Seal)

Attachments:

Attachment 1: Agreement by and between the City of Seattle and the Pacific Northwest Regional Council of Carpenters

L.H. COUNCIL CLERK

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS~~JOINT CRAFTS COUNCIL~~

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

Attachment 1

LH COUNCIL CLERK

AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERSJOINT CRAFTS COUNCIL

January 1, 20085 through December 31, 2010007

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LH COUNCIL CLERK

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERSJOINT ~~CRAFTS COUNCIL~~

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

~~UNITE HERE, Local No. 8~~

~~Inlandboatmen's Union of the Pacific~~

~~International Alliance of Theatrical Stage Employees & Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada, Local No. 15~~

~~International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104~~

~~International Brotherhood of Electrical Workers, Local No. 46~~

~~International Brotherhood of Teamsters, Local No. 763~~

~~International Brotherhood of Teamsters, Local No. 117~~

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

~~International Union of Painters and Allied Trades District Council No. 5~~

~~Public Service and Industrial Employees, Local No. 1239~~

~~Sheet Metal Workers International Association, Local No. 66~~

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

~~Pacific Northwest Regional Council of Carpenters~~

~~International Union of Operating Engineers, Local 286~~

Attachment 1

LH COUNCIL CLERK

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Pacific Northwest Regional Council of Carpenters ~~respective Unions~~ as the exclusive collective bargaining representatives for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining units defined in Appendix~~ces "A" through "O"~~ of this Agreement. For purposes of this Agreement, ~~and~~ the bargaining unit shall consist of all regular full time, regular part time, temporary full time, temporary part time and probationary employees.~~s described herein, the following definitions shall apply:~~

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

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

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

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

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

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

1.1.6 The terms *temporary employee* and *temporary worker* shall be defined to include both temporary and less than half time employees and means a person who is employed in:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
5. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

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

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

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

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

~~1.1.7 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.~~

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5 ~~(only applies if Temporary Employees are benefited)~~; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.10.1, 1.2.11; 1.2.12, 1.2.13, 1.2.14; 1.2.15; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees - who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

:

0001st hour through 0520th hour ..... 5% premium pay

0521st hour through 1,040th hour ..... 10% premium pay

1,041st hour through 2,080th hour ..... 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

2,081st hour +..... 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

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

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

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

1.2.4 ~~Temporary Employee~~ Holiday Work for Non-Benefits-Eligible Temporary Employees ~~Premium Pay~~ - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid

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at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

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

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

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

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

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

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral

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

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

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

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

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

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1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

1.2.132 A temporary employee who has worked one thousand forty (1,040) ~~916~~ straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

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

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

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

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

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

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

LH COUNCIL CLERK

ARTICLE 2 – NON DISCRIMINATION

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

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

ARTICLE 3 - UNION MEMBERSHIP AND DUES

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

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee ~~in an amount equivalent to one and one-half percent (1½%) of the total gross earnings received by the temporary employee~~ for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

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

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

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

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

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

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions. ~~resulting from dues deductions~~. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee

shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

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ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

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

4.1.1 Effective January 9~~December 29~~, 2008~~4~~, the base wage rates, as displayed in the Appendix~~ces~~ of this Agreement will be increased 3~~2~~.8~~5~~%.

4.1.2 Effective January 7~~December 28~~, 2009~~5~~, the base wage rates, as displayed in the Appendix of this Agreement will be increased 4.5%. ~~wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.~~

4.1.3 Effective January 6~~December 27~~, 2010~~06~~, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2007~~4~~ through June 2008~~5~~ to the period August 2008~~5~~ through June 2009~~6~~.

4.1.4 For year 2010~~06 and 2007~~, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

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

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth ~~with~~in the ~~appropriate~~ Appendix~~ces attached hereto~~.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for

purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service

requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher-paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

4.2.11 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 (1) paycheck;

   1. by payroll deductions spread over two (2) pay periods; or

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

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

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

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

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

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

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

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

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime. ~~(See J.4.11 for provision that relates to Seattle Center Laborers.)~~

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

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

> Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

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

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her

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regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of ten dollars ($10) in lieu of reimbursement for the meal.

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

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

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

- The time period during which the overtime is worked.

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

(3) The City shall not reimburse for the cost of alcoholic beverages.

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten dollars ($10) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

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

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

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

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

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

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

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

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

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

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

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

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

5.9 Work Outside of Classification - Effective upon the signature date of this Agreement, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class

across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any 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 which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

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

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

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

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

5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not

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

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

ARTICLE 6 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 18,720 regular hours)	

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

6.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 7.13)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

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

a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

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

6.3. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

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

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.9 An employee who separates from City service for any reason after more than six (6) months' service, shall be paid in a lump-sum for any unused vacation he/she has accrued.

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

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

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

7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

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

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

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

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

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

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

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

- Off work on a holiday.

- An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

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

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

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

8.1.8.4 Claims To Be In 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 absence interrupted by a return to work shall be claimed on separate application forms.

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

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

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for

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

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

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

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

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

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

8.4 Upon advance notice, the City may approve a bargaining unit member's request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

8.5 Employees who are eligible to retire during the term of this contract shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their

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unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

a. Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

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

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

2. **If the eligible-to-retire members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire during the term of this contract shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

   a. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or

   b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

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

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein 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) calendar days after notification to the employee.

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

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

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

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

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

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

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

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

(3) Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. 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 11.3.4.

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 11.4.

(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 11.1.2.(4) is not practicable.

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

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

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

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

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

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

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

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

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

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

(1) Interim appointees

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

(3) Probationary employees*

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

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

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

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

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

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

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). An employee so reduced shall

be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

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

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

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

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, 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 10, Section 10.4 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 10, Section 10.4 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 Joint Crafts Council 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

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

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

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

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

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

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

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

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

11.5.1 No service credit shall be given:

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

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

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

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

12.1 Effective January 1, ~~2008~~2015, the City shall provide medical, dental, and vision plans ~~(initially Group Health, Aetna Traditional and Aetna Preventative as self-insured plans, Washington Dental Service, Williamette Dental, 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 2008~~5~~, 2009~~6~~, and ~~and~~ 2010~~07~~~~,~~, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years 2009 and~~6~~ ~~and~~ 2010~~07~~~~,~~, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 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.

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

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

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

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

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2001 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

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

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ARTICLE 13 – RETIREMENT

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

ARTICLE 14 - GENERAL CONDITIONS

14.1 ~~.~~ Mileage Allowance – An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate effective January~~anuary~~ 1, 2008 ~~6~~ is fifty~~forty-four~~ and a half ~~and a half~~ cents (50.5~~44.5~~¢) for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

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

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

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

As part of the Skagit Conditions above, the Crew Chief shall be a working member of the crew. As such, he/she shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.

14.2.1 City Light employees normally assigned to Ross Powerhouse shall continue to travel on their own time. However, when employees normally assigned to Gorge Powerhouse or to Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in Department vehicles or vessels on Department time.

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

(1) Acceptable board and lodging shall be furnished by the Department.

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

(3) The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.

(4) An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

(5) At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

(6) In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

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

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

Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job ~~solely~~ to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

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

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

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

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

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

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

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

(1) Grant the employee's request, or

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

14.8.1 In construing this Section, it is understood that:

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

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

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

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

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

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

Agreement and to identify training programs available to employees covered by this Agreement.

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

Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

14.11 Footwear Reimbursement – Effective upon signature date of the Agreement, the City shall pay up to one hundred ten~~seventy~~ dollars ($110~~70~~) per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one hundred ten dollars ~~seventy~~ ($110~~70~~) in one calendar year may carry over the remaining balance to the next year for use in addition to the one hundred ten ~~seventy~~ dollars ($110~~70~~) allocated for that year. This carryover shall extend for the three calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the one hundred ten ~~seventy~~ dollar ($110~~70~~) footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued. ~~(See various Appendices to see whether footwear/gear allowance has increased for any of the bargaining units.)~~

14.12 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 first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

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to provide proper identification and shall be required to yield space to paying passengers.

14.14 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars ($20) a month for parking during working hours only, or twenty-five dollars ($25) a month for parking during working hours and all other hours.

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

14.15 Metro Passes - ~~The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifteen dollars ($15.00) per month for employees who purchase such passes. Any future increase in transit subsidy enacted by the City will be passed along to bargaining unit members.~~Effective upon signature date of the Agreement, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass. The transit subsidy shall be useable with the bus, ferry and light rail systems.

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

14.17 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The 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 physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.17.3 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.

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

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

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

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

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

14.22 Pay for Deployed Military -
A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

14.23 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.24 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, 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 the Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

14.25 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 1, 2008~~uly 11, 2001~~, employees who participate in bargaining as part 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 for bargaining. ~~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 fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

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

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

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

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

remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

14.30 Shift Premium – An employee, with the exception of employees within Appendix C, who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$0.6535 per hour	$0.9045 per hour

Employees within any appendix who receive a higher shift premium will continue at that level.

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

14.30.2 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.31 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents ($0.65) per hour for each straight-time or overtime hour worked.

The referenced premium shall apply only to time worked as opposed to time-off with pay and therefore, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

ARTICLE 15 - ~~JOINT CRAFTS COUNCIL AND~~ LABOR-MANAGEMENT COMMITTEES

~~15.1 It is the intent of each of the Unions to carry out its collective bargaining responsibility as a member of the Joint Crafts Council, an organization consisting of various Unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Unions on matters subject to collective bargaining. Each of the Unions agree that all representations made on its behalf by the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Joint Crafts Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Joint Crafts Council shall have the same effect as notices exchanged directly between the City and the Unions.~~

~~15.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by Unions affiliated with the Joint Crafts Council. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Crafts Council to effect this end.~~

~~15.3 The mutual recognition of the Joint Crafts Council for the purposes stated herein shall continue except and until such time as either the City advises the Unions or any one Union; or the Unions or any one Union advises the City in writing of its desire to withdraw such recognition and provided further that a period of one hundred twenty (120) days has elapsed from the date of such advisement. Thereupon, the Joint Crafts Council shall no longer represent any such Union or Unions. In no event, however, shall any such notice terminate or otherwise interrupt this Agreement and the only effect of any such advisement shall be to eliminate the Joint Crafts Council as a vehicle for collective bargaining with respect to subsequent labor contracts.~~

~~15.4 The Joint Crafts Council shall constitute the principal forum for the Unions signatory to this Agreement to present suggestions and complaints of a general nature affecting employees of the City. To this end, the duly-authorized representatives of the Joint Crafts Council shall function as one-half of a Labor-Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by Law or by other provisions of this Agreement. This committee shall only function in a consultative capacity.~~

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

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

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

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

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

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

(2) The Union~~(s)~~, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;

(3) The Union~~(s)~~, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;

(4) The Union~~(s)~~ shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union~~(s)~~ and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

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

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

(2) During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt

to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

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

17.4 The City agrees that performance standards shall be reasonable.

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ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

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

ARTICLE 19 - ENTIRE AGREEMENT

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

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

Attachment 1

COUNCIL CLERK

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

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

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

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

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

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

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to 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 thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

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

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

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

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

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

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

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

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

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

   B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director with forty-five (45) business days of the appeal

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hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

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

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

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

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

(1) 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

(2) Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22– DISCIPLINARY ACTIONS

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

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

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

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

22.3 Effective upon signature of this Agreement, whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

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ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 201007. 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, 201007. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

Signed this _____ day of _____, 20095

PNWRCCJOINT CRAFTS COUNCIL

By _____
Ed TriezenbergJOHN L. MASTERJOHN
Business RepresentativePresident

By _____
Jeff SkillmanVice President
Business Representative

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of
Ordinance No. _____
Ordinance No. _____

By _____
GREGORY J. NICKELS
Mayor

By _____
Jennifer TranDavid Bracilano
Labor NegotiatorDirector of Labor Relations

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

~~By~~ _____
~~UNITE HERE, Local No. 8~~

~~By~~ _____
~~Inlandboatmen's Union of the Pacific~~

~~By~~ _____
~~International Alliance of Theatrical Stage Employees & Moving Picture Machine Operators of the United States and Canada, Local No. 15~~

~~By~~ _____
~~International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104~~

~~By~~ _____
~~International Brotherhood of Electrical Workers, Local No. 46~~

~~By~~ _____
~~International Brotherhood of Teamsters, Local No. 763~~

~~By~~ _____
~~International Brotherhood of Teamsters, Local No. 117~~

~~By~~ _____
~~Graphic Communications International Union, Local 767-M~~

~~By~~ _____
~~International Union of Painters and Allied Trades District Council No. 5~~

~~By~~ _____
~~Public Service and Industrial Employees, Local No. 1239~~

~~By~~ _____
~~Sheet Metal Workers International Association, Local No. 66~~

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

~~By~~ _____
~~Pacific Northwest Regional Council of Carpenters~~

~~By~~ _____
~~International Union of Operating Engineers, Local 286~~

LH COUNCIL CLERK

~~APPENDICES~~

~~"A" through "N"~~

~~to the~~

~~AGREEMENT~~

~~by and between~~

~~THE CITY OF SEATTLE~~

~~and~~

~~JOINT CRAFTS COUNCIL~~

~~Effective through December 31, 2007~~

APPENDIX A

UNITE HERE, LOCAL NO. 8

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the UNITE HERE, Local No. 8, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Cook	$19.44	20.23
Cook, Supervising	22.23	23.01

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Cook	19.89	20.70
Cook, Supervising	22.74	23.54

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

A.3 Effective December 29, 2004, a fund equivalent to thirty-four dollars ($34) per employee per year shall be available. Management and Union will determine on what job-related needs such amount will be spent.

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APPENDIX B

INLANDBOATMEN'S UNION OF THE PACIFIC

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Inlandboatmen's Union of the Pacific, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY			
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31 m +
Passenger & Tugboat Operator, Senior	23.05	23.99	24.40	25.38
Passenger & Tugboat Operator	20.58	21.39	22.23	23.05

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

	HOURLY RATES OF PAY			
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31 m +
Passenger & Tugboat Operator, Senior	23.58	24.54	24.96	25.96
Passenger & Tugboat Operator	21.05	21.88	22.74	23.58

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

B.2 ~~Physical Exams for Renewal of Coast Guard Licenses - The City of Seattle City Light Department shall pay a maximum of forty dollars ($40) for Senior Motorboat Operators/Senior Passenger and Tugboat Operators and Motorboat Operators/Passenger and Tugboat Operators who are required to obtain physical exams to renew their Coast Guard license. This shall apply only to those employees who are not covered by a City-paid Health Maintenance Organization Plan; such as Group Health and who obtain such physical exam at the Multi-Service Center near Northgate in Seattle, Washington. The exam shall consist of a review of the employee's general physical condition, visual acuity and hearing per Merchant Marine Personnel Physical Examination Report (Coast Guard Form C.G. 719K and OMB Number 2115-0501).~~

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

B.3 ~~Effective January 2, 2002, a fund equivalent to thirty-four dollars ($34) per employee per year shall be available. Management and Union will determine on what job-related needs such amount will be spent.~~

B.4 ~~The employing Department agrees to reimburse employees for costs related to the renewal of the USCG License required by employees to fill the positions of Operator and Senior Operator.~~

APPENDIX C

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 15

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Alliance Of Theatrical Stage Employees & Moving Picture Technicians, Artists and Allied Crafts Of The United States And Canada, Local No. 15, hereinafter referred to as the Union, for that period from December 29, 2004 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY			
	STEP A	STEP B	STEP C	STEP D
CLASSIFICATION	00-06m	07-18m	9-30m	31 m +
Crew Chief, Stage	25.66	26.73	27.72	28.73
*Grip-Intermittent	19.79	19.79	19.79	19.79
Lead Stage Technician	23.45	24.40	24.40	24.40
Lead Stage Technician, Intermittent	23.45	23.45	23.45	23.45
Stage Technician-Intermittent	22.63	22.63	22.63	22.63
Stage Technician Rigger-Intermittent	25.86	25.86	25.86	25.86

*NOTE: Work performed by Lead Stage Technicians, Stage Technician Riggers, fork-lift operators, truck loaders, "man-lift" operators, spot operators, and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.

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

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 9-30m	STEP D 31 m +
Crew Chief, Stage	26.25	27.34	28.36	29.39
*Grip-Intermittent	20.25	20.25	20.25	20.25
Lead Stage Technician	23.99	24.96	24.96	24.96
Lead Stage Technician, Intermittent	23.99	23.99	23.99	23.99
Stage Technician-Intermittent	23.15	23.15	23.15	23.15
Stage Technician Rigger-Intermittent	26.45	26.45	26.45	26.45

*NOTE: Work performed by Lead Stage Technicians, Stage Technician Riggers, fork-lift operators, truck loaders, "man-lift" operators, spot operators, and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.

C.1.2 Stage Technician-Intermittent, Lead Premium - The Stage Crew Chief or his/her designee may assign a Stage Technician-Intermittent to act as a Lead. Effective the signature date of this Agreement, for all hours while so assigned such Lead shall be paid at the first step of a regular Lead Stage Technician. This premium rate shall only be paid for hours worked and shall be multiplied by the overtime rate for overtime hours worked. Under the general supervision of Lead Stage Technician(s), Stage Technician-Intermittent, Lead(s) shall be expected to make task assignments and direct the work activities of Stage Technician-Intermittents in accordance with Seattle Center policies. The Department may request that specific Stage Technician-Intermittents if available, be dispatched to perform such work.

C.1.2.1 Seattle Center may request that Stage Technicians-Intermittents who posses specific skills be dispatched to calls that would normally be staffed and paid at Grip-Intermittent rate at the Seattle Center. When the Union provides a worker who possesses the required skills, the individual shall be paid at the Stage Technician-Intermittent rate of pay versus the Grip-Intermittent rate of pay.

C.1.3 Due to the nature of the business and the working conditions, Sections 1.4 and 1.4.1 shall not apply to employees covered by this Appendix.

C.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

C.1.5 Stage Technicians who perform work on temporary stage structures and are at or above ten feet from ground level and therefore required to wear fall-protection gear, or who are required by the Lead Technician to wear fall-protection gear due to inclement weather or other legitimate safety concerns, shall be compensated at the applicable rigger rate of pay for a minimum of one hour.

C.1.5.1 Effective January 06, 1999, Stage Technician Riggers working from the white beams in the Key Arena shall be compensated at one and one-half (1½) times the applicable rigger rate of pay for all time so assigned, with a minimum of one hour.

C.2 Lead Stage Technicians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday to Tuesday.

C.3 Jurisdiction - The exclusive jurisdiction covered by the terms of this Appendix to be performed by regular and/or temporary bargaining unit employees represented by the Union shall generally encompass the unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials within the Seattle Center grounds as more specifically hereinafter described.

C.3.1 The City shall notify the Union in writing when a new venue is to be established at Seattle Center. A new venue shall be defined as any permanent or temporary structure utilized for the presentation of theatrical entertainment, public or private events for an audience or clientele. The City shall inform the Union if the jurisdictional provisions set forth in this Appendix are not applicable to a new venue.

In the case where a new venue is developed through a ground lease by Seattle Center, the City shall notify the Union in writing when entering into negotiations on the terms of such Ground Lease. Prior to the opening of any such new venue, the Seattle Center shall provide a meeting between the Union and the party(ies) executing the Ground Lease to facilitate the Union's offer of services in the operation of the new venue.

C.3.2 The following City-owned equipment shall be handled and/or operated exclusively by regular and/or temporary bargaining unit employees:

Staging and Component Parts:

- Stage platforms, and stage platform steps

Onstage Elements:

- Choral risers, chairs, music stands, pianos, podiums, lecterns, flags and scenic elements

Theatrical Lighting:

- Followspots, light control boards, including PC-based systems, and ancillary systems
- Theatrical lighting instruments including automated moving lights
- House light control boards and systems and house lights
- Electrical cables (associated with the above)

Theatrical Fly Systems:
- Counterweight systems (pin rail through batten)

Rigging Hardware:
- Cables, block and falls when used as part of theatrical suspension systems

Softgoods, Masking and Acoustical Surrounds:
- Stage curtains and other hanging goods
- Choral shells (including symphony shell)

Other:
- Large semi-permanent projection screens
- Wrestling and boxing rings
- Pit covers, music stands, stand lights, and staging barricades
- Forklifts and personnel lifts when utilized in connection with stage work

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

- Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2.

- The laying of temporary electrical and control cable in catwalks and light-ring of KeyArena for purpose of installing theatrical apparatus or photographic lights.

- Rigging on the Seattle Center grounds. Rigging shall be defined as "work directly related to the suspension of temporary or permanent stage equipment by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points on vertical walls on the Seattle Center grounds." Specific safe points shall be defined as "overhead catwalk supporting beams, stage house grids, and vertical wall eye-bolts." Rigging work may also include the unloading and loading of accessible rigging gear such as cables, pulleys, tackle, winches, etc.

- The operation of Fork Lifts and Personnel Lifts when utilized in connection with stage work.

- Maintenance, repair, and custodial care for the stage areas which shall include such areas as the light bridge, light booth and pit.

- Operation of the light-control boards in the Mercer Arts Arena, Bagley-Wright Theater, McCaw Hall, Charlotte Martin Theater, the Center House Theater, the Seattle Center Playhouse and the KeyArena shall be restricted solely to regular, full-time employees subject to the provisions of C.3.7.

- Operation of the light control boards for Center House Stage shall be restricted to regular, full-time employees; regular, part-time employees; or Stage Technicians-Intermittents.

- Notwithstanding any provision to the contrary as may be contained elsewhere within this Appendix, there shall be a Seattle Center employed Stage Technician in control and in charge of all stage work involving Seattle Center employees, to enforce all Seattle Center policies and procedures relative to stage work.

- **Exceptions**:

- Stage Technicians who travel with and who are employed by major stage events on a regular ongoing basis shall be permitted to perform their normal duties as such.

- Production Runners who are employed by a concert production company shall continue to perform their normal duties as such.

- "Yellow-Card Productions" shall be defined as those major stage events which employ stage technicians under traveling agreements with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada (IATSE). Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) for major stage events recognized as yellow-card productions shall be performed by employees of such yellow-card production company under terms of the Labor Agreement by and between that particular yellow-card production company and IATSE.

- Individuals who travel with and who are employed by a circus utilizing a Seattle Center facility, who have traditionally and historically performed work as hereinbefore described, shall continue to perform such work on an exempt basis.

- Occasional, limited arrangement on stage of chairs, flags, lecterns, music stands/lights and podiums, and the occasional, limited operation of theatrical light instruments may be performed by designers, technical

directors, or volunteers associated with a lessee of a Seattle Center facility or associated with a co-producer of a Seattle Center sponsored event, and other Seattle Center staff who have traditionally and historically performed such work on a limited occasional basis.

- In those occasional and limited instances where there exists a need for the City to secure certain equipment on a rental basis and it is required by the company renting out such equipment that the rented equipment be operated by an employee of the rental company, such requirement shall not be considered a violation of this Agreement nor shall the terms of this Agreement apply to such employee.

Financial Insecurity (Flat Floor Events):

- The Seattle Center may exempt a flat floor event in the Exhibition Hall, Fisher Pavilion, and Seattle Center Pavilion venues from the provision of Section C.3.3 when the event is either financially insecure, not commercial and/or of a small size. The Seattle Center may exempt a major stage event in the Exhibition Hall or Fisher Pavilion from the provisions of Section C.3.3 when the event is either financially insecure, not commercial, and/or of a small nature.

C.3.4 It is the intention of the City and the Union to identify and cover under terms of this Agreement that work which has historically and traditionally been performed by employees working under terms of past labor agreements by and between the Union and the City in Seattle Center venues. The definition of venue in this Section is as described in Section C.3.1 of this Agreement. The City and the Union agree to review the list of venues annually, and update them in a Memorandum of Agreement should a particular venue change in status, name, or major lease arrangement with Seattle Center. Pursuant to any updates during the term of this agreement, the Seattle Center venues are:

- KeyArena
- Mercer Arts Arena
- Center House Stage
- McCaw Hall
- Fisher Pavilion
- Exhibition Hall
- Mural Amphitheater
- Seattle Center Pavilion

C.3.4.1 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating the new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix. Such terms specifically apply to the yet to be constructed McCaw Hall and the future utilization of the Mercer Arts Arena.

C.3.5 Event Identification - Work as described in C.3.3 for the following events shall be performed by regular and/or temporary bargaining unit employees, subject to any exclusions contained in Articles C.3.3 and C.3.4.

Major Stage Events - defined as those events, productions, shows, functions and/or concerts involving comedic, dramatic, magical, musical, instrumental and/or spiritual-type public attractions. Major stage events shall not include flat-floor consumer and trade shows, except as provided for by C.3.2.

Festivals - defined as work outlined in C.3.3 under the control of a promoter in the venues operated by Seattle Center (as opposed to those operated by long-term lease holders) and throughout the grounds at large. Should a promoter secure the services of a leased venue, the work will not be performed under the terms of this contract, but, rather, under the terms of any contract that lease holder may have in their own right with the Union. If, however, the use of the leased facility is secured through use of the "demand days clause" of said lease, the work shall be that of the Seattle Center under this contract, as opposed to being performed by employees of the long-term lease holder.

Public Programs - those events produced by Seattle Center and who's artistic and performance content is under the sole control of Seattle Center throughout the grounds.

Flat Floor Shows - Stage Technician employees shall have jurisdiction over stage work which occurs within flat-floor trade and consumer shows in the KeyArena, Mercer Arena, Exhibition Hall, Fisher Pavilion and Seattle Center Pavilion when the activity taking place is a significant entertainment performance with the limitations expressed in C.3.3.

C.3.6 A committee comprised of two (2) representatives of the City and two (2) representatives of the Union shall be established for the purpose of adjudicating jurisdictional disputes relating to work alleged to be covered by this Appendix. A majority decision of the committee shall be final and binding upon the City and the Union. Failure of the committee to reach a majority decision shall permit the grieving party the right to immediately thereafter advance to Section 20.6.4 (Step 4) of the grievance procedure for purposes of resolving the dispute.

C.3.7 Those individuals employed by certain performing arts organizations who maintain seasonal contracts (e.g., the Seattle Opera and the Pacific Northwest Ballet) or long term leases with the Seattle Center (e.g., the Seattle Children's Theatre, the Seattle Repertory Theatre, the Intiman Theatre and the Theatre Puget Sound or its sub-lessees, if any) shall continue to perform work otherwise normally covered by this Agreement under terms of the labor agreement by and between said performing arts organization(s) and the Union, if any.

C.3.8 If a lease with a major tenant with any of the venues is voided or terminated, then regular and/or temporary bargaining unit employees shall reassume jurisdiction over City-owned equipment in the venue in accordance with this Agreement. The City agrees to notify the Union of their consideration of any new lease agreement which would replace or install a major tenant in any of the Seattle Center venues. Such notification shall follow provisions described in C.3.1 of this Agreement.

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

- Those individuals on the Seattle Center Stage Employee-Intermittent Dispatch List as of January 17, 1983, shall remain on said list without further examination or review of their qualifications for job functions to be performed as Stage Employee-Intermittents. These particular Stage Employee-Intermittents shall be recognized as being qualified to perform all Stage Employee work for which the City and the Union have agreed said employees are qualified to perform and for which they have previously demonstrated their competence. The Stage Employee-Intermittent Dispatch List shall be modified to reflect the addition of new individuals and/or to reflect the deletion of existing individuals on the list who self-terminate or who are suspended or discharged.

- Only individuals on the Seattle Center Stage Employee-Intermittents Dispatch List as provided by Seattle Center shall be dispatched by the Union.

- Only those individuals qualified to perform special functions, such as rigging and operation of a forklift, as designated by the Seattle Center shall be dispatched by the Union when a request is made by the Seattle Center for individuals to perform such specific type work.

- The number of Stage Employee-Intermittents called for work through the dispatch system, the call-time and the utilization and/or assignment of employees for particular tasks shall be determined by the Seattle Center. The Seattle Center shall continue to establish work procedures and shall direct and supervise those Stage Employees-Intermittents who have been

dispatched by the Union at the Seattle Center's request to work at the Seattle Center.

- The Seattle Center shall have the unequivocal right to immediately suspend, terminate, or otherwise remove from work and the Stage Employee-Intermittent Dispatch List, any Stage Employee-Intermittent for just cause. In the event the Union should decide to grieve such action, said grievance shall be processed in accordance with Article 20, Grievance Procedure. During the initial two hundred (200) hours of work as a Stage Employee-Intermittent, or three (3) years, whichever occurs first, the Seattle Center shall have the unequivocal right to terminate an individual's employment without recourse to the grievance provisions of this contract.

- The loading and unloading of theatrical stage equipment from trucks is one of the work activities included in the general duties of Stage Employee-Intermittents. When the Seattle Center requests the dispatch of a specific number of Stage Employee-Intermittents, who for some portion of their shift will be assigned to load and/or unload equipment from trucks, the Union through its dispatch system may designate which employees on its Dispatch List will be assigned to that work. The Seattle Center reserves the right to modify such work assignments to meet operational needs.

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

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

C.4.3 Intermittent stage employees must work at least one shift per year to maintain their employment with the City. "Year" shall mean 26 consecutive pay periods beginning with the last pay period during which the employee earned wages. Thirty days prior to any separation under this clause, the City must notify the Union, in writing, of any employees who are pending separation.

C.5 The City shall provide the Union with at least seven (7) calendar days' advance notification of all regular dispatch requests. Original dispatch requests, or

changes involving more than five (5) employees within forty-eight (48) hours of the call time, shall incur a service fee of not less than twenty-five dollars ($25) per call, or two dollars and fifty cents ($2.50) per person for calls for more than ten (10) employees. Notwithstanding the foregoing, original dispatch requests resulting from short-notice bookings (less than ten (10) days in advance of the event), and call cancellations due to weather, natural disasters or event cancellation shall not be subject to a service fee. The Union shall not be held liable for failure to fill a request or notify employees of a call change or cancellation with less than twenty-four (24) hours' notice.

C.6 A Stage Employee-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the appropriate regular straight-time hourly rate of pay for Stage Employees-Intermittents. The City shall recall within the same day no less than fifty percent (50%) of those Stage Employees-Intermittents who were initially called to work by the City for any given event. Should the computation of this percentage result in a fraction, that fraction shall be rounded off to the next higher whole number. A Stage Employee-Intermittent who has had more than a two (2) hour unpaid break and who has been called back to work within twenty-four (24) hours from the initial call of any given event pursuant to this provision shall be required to perform all available work for which he/she is qualified; provided however, in no case shall such Stage Employee-Intermittent receive less than four (4) hours pay for such recall. All time for which a Stage Employee-Intermittent works beyond his/her first eight (8) hours of compensation within twenty-four (24) hours from the initial call of any given event shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Employee-Intermittents.

C.7 A Stage Employee-Intermittent who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour for each one-half (½) hour or any portion thereof worked thereafter.

C.8 Section 5.1.1 shall have equal application to all Stage Employees including those employed on a temporary or intermittent basis.

C.8.1 For events not sponsored or not co-sponsored by the Seattle Center, which takes place in the KeyArena, any Stage Employee (regular or intermittent) required to work in excess of five (5) continuous hours without being provided a meal period, shall be compensated two (2) times the prevailing rate of pay and continue at that rate until he/she receives a meal break. For other events, the provisions of Section 5.1.1 as referenced within Section C.8 shall apply. Should the facility, formerly known as the Arena, be returned to service for essentially the same lines of business, the parties agree that the terms of this Article will apply to that building.

C.8.2 In the event a Lead Stage Technician works beyond five (5) hours of overtime in a workday without a meal break, they shall receive meal compensation of

nineteen dollars ($19) in addition to their hourly wages for every six (6) hour block of overtime so accrued.

C.9 Rigging - A Stage Technician Rigger-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Whenever possible the same Stage Technician Rigger-Intermittent who installs rigging for an event shall be recalled to dismantle it. If such Stage Technician Rigger-Intermittent has more than a two (2) hour unpaid break, he/she shall receive an additional four (4) hour minimum when he/she resumes work. All time for which a Stage Technician Rigger-Intermittent works beyond his/her first eight (8) hours of actual work within twenty-four (24) hours from the initial call of any given event, shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Stage Technician Rigger-Intermittents shall do only rigging-type work. Rigging-type work may include the occasional unloading of theatrical stage equipment in order to access rigging equipment from the trucks. In the event rigging gear is not on the back of a semi truck or within a few feet of the very tail end of the semi truck, the Lead Stage Technician and the Event Service Representative shall have two (2) options:

(1) They may request additional loaders from the Call Steward if time permits; or

(2) If, in their judgment, the show would be jeopardized by waiting for loaders, the following procedure shall be employed:

- No less than four (4) Stage Technician Rigger-Intermittents shall be assigned to unload the truck.

- Those Stage Technician Rigger-Intermittents so assigned shall receive a separate four (4) hour call at the Stage Technician Rigger rate of pay for unloading the truck.

- They shall be given a minimum of a fifteen (15) minute break upon completing the unloading.

- When these employees begin rigging work, they shall begin a new four (4) hour call. Overtime calculations shall include hours actually worked in the truck.

C.9.1 Rigging Calls in the Key Arena - For show or event rigging work on the rigging platform, there shall be no less than two riggers assigned to work on the platform, and one rigger assigned to work with the platform riggers on the arena floor. For show or event rigging work on the apex catwalks utilizing bridles, there shall be no less than four riggers assigned to work in the catwalks, and two riggers assigned to work with the apex riggers on the arena

floor. For other rigging work, the City and the Union agree to make their best efforts to place the appropriate number of riggers on the job and to perform the work in a safe and efficient manner.

C.10 Health and Welfare - Effective upon signature of the agreement, the employee shall pay an additional amount equal to seven percent (7%) of the gross pay of all Stage Employee-Intermittents to the Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust.

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

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

C.12.1 If during the term of this contract the Union's membership should ratify change to the service fee figure shown herein, the Union shall inform the Seattle Center of such ratified change in writing, and it shall be considered to be applicable from the date of such notification being acknowledged as received by Seattle Center.

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

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

reschedule the work to make working during the turnaround period unnecessary.

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

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

C.16 At no time shall work under IATSE, Local 15's jurisdiction, as defined in this document and by past practice, be privatized or otherwise contracted outside of the Union's dispatch whatsoever, provided the Union is able to fulfill dispatch of such work. To the fullest extent practical, the City shall utilize a separate services contract with the Union when additional staffing is required.

C.16.1 The City shall make good faith efforts to maintain the Stage Employee Intermittent Dispatch List at a level adequate to meet the anticipated needs for staffing. The parties agree to confer regularly to discuss increases to the current level of available employees on the City Stage Employee Intermittent Dispatch List. Any advertising for openings on the Stage Employee Intermittent Dispatch List shall include the Union in distribution efforts.

C.16.2 In the unlikely event that these efforts are insufficient to meet staffing needs, the City shall call labor through a letter of agreement with the Union, using such labor according to the terms and conditions outlined in such letter.

C.17 The following sections shall apply only to the Exhibit Technician or Rigger (also known as Stage Technician Rigger) Intermittent classifications. Employees in these classifications shall be employed to assist in the design and fabrication of exhibits and their components, installation of new exhibits and complete or partial replacement of existing exhibits, as well as maintenance and repair of exhibits and components. None of the previous Sections of Appendix C, except C.12 shall apply to these classifications.

C.17.1 Effective December 29, 2004, the classification and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

	Step A	Step B	Step C
Exhibits Technician	21.00	21.82	22.63
Exhibits Technician, Intermittent	21.00	21.00	21.00
Exhibits Technician, Parks – Int.	22.63	22.63	22.63
Stage Technician Rigger – Int.	25.86	25.86	25.86

C.17.2 Effective December 28, 2005, the classification and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

	Step A	Step B	Step C
Exhibits Technician	21.48	22.32	23.15
Exhibits Technician, Intermittent	21.48	21.48	21.48
Exhibits Technician, Parks – Int.	23.15	23.15	23.15
Stage Technician Rigger – Int.	26.45	26.45	26.45

C.18 Rigging - shall be defined as work directly related to the suspension of temporary or permanent equipment, personnel or exhibit elements by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points. "Specific safe points" shall be defined as overhead structural support beams, vertical wall eyebolts and other locations which have been certified as load rated for overhead rigging. Rigging may also include the unloading and loading of rigging gear such as cables, pulleys, tackle, winches, etc., from trucks or other conveyances. Work such as the hanging of vines or incidental exhibit elements which has been traditionally and historically performed by Exhibit Technicians, may continue to be performed by Exhibit Technicians. Riggers shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Rigger-Intermittents.

Employees working in excess of twenty-eight (28) feet in height from the ground, or any employee required to work in a class three harness due to safety requirements, shall be paid at the Rigger-Intermittent rate of pay for all time so assigned.

C.19 The overtime rates specified in Sections 5.2, 5.2.1, 5.2.2, and 5.3 shall not apply intermittent employees. Intermittent employees will have an overtime rate of one and one-half (1½) times the straight-time hourly rate.

C.20 There will be a "lead" premium of four percent (4%) above the applicable wage when an employee is assigned by management to give substantial direction to the work of three or more employees for a period of four (4) consecutive hours or longer.

C.21 Regular employees will have the first right of refusal on overtime if they have continuous experience on the specific job or project to be worked during overtime and the specific skill necessary as determined by the supervisor.

C.22 Intermittent employees when used will receive a four (4) hour minimum call out. An intermittent employee who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour or any portion thereof worked thereafter. An intermittent employee who

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has had more than a two (2) hour unpaid break and is called back to work within twenty-four hours of the initial call shall receive a four (4) hour minimum call for any work subsequently performed.

C.23 Dispatching of Intermittent Employees - any intermittent employee who has a recurrent work history in the Exhibit Technician classification prior to and after September 6, 1996 may be scheduled directly by their supervisor. Additional intermittent employees shall be dispatched by Local 15's hiring hall by request of the supervisor. Employees may be name called from dispatch roster on the basis of applicable skills. In the event that the Union is unable to fulfill the requested skills, employees may be hired through other sources.

C.23.1 The Union shall not dispatch intermittent employees into overtime unless specifically authorized by the supervisor.

C.24 Health and Welfare - Effective upon implementation of Sections C.17 through C.24, intermittent employees not already participating in a City-sponsored health care plan, and all intermittent employees dispatched through Local 15's hiring hall shall contribute seven (7) percent of their gross wages (excluding the temporary employee premium) to the IATSE, Local 15 Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust. Such contributions shall be deducted from the employee's pay, and forwarded to the Trust on a monthly basis, not later than the fifteenth (15^{th}) day of the month following employment.

C.25 The City of Seattle and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its territories, and Canada, Local 15, agree that the following intermittent employees who also work as Stage Technician/Rigger – Intermittent at the Seattle Center will be placed at the top step of the Exhibit Technician range: Maynard Smith, Tim Casey, Ernie Hilsenberg, Michael Harris, Ben Bryant, John Hudson, Dante Leonardi, Elizabeth Martin, and Don Ferguson. All other intermittent employees who work as Exhibit Technician – Intermittent will be paid for all hours worked at the first pay step of the range for an Exhibit Technician, set forth in Appendix C of the Joint Crafts Council Agreement, in accordance with Article 1.2.1 of the Joint Crafts Council Agreement.

APPENDIX D

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Electrical Crew Chief	24.70	26.69	26.69	26.69	26.69
Electrical Plans Examiner	27.21	28.22	29.32	30.46	31.67
Electrician	23.47	24.42	25.40	25.40	25.40
Electrician Crew Chief	26.71	27.76	28.89	28.89	28.89
Helper, Maintenance, Electrical	18.77	19.48	19.48	19.48	19.48
Inspector, Electrical (Entry)	23.30	24.22	25.16	26.18	27.21
Inspector, Electrical (Journey)	27.21	28.22	29.32	30.46	31.67
Inspector, Electrical, Senior (Expert)	28.22	29.32	30.46	31.67	32.90
Inspector, Sign (Entry)	23.30	24.22	25.16	26.18	27.21
Inspector, Sign (Journey)	27.21	28.22	29.32	30.46	31.67
Inspector, Sign, Senior	28.22	29.32	30.46	31.67	32.90
Electrician, Senior	24.92	25.86	25.86	25.86	25.86

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Maintenance, Electrical, Apprentice, Pump Station	19.75	21.29	22.83	24.37	24.37
Sound Operator, Intermittent	24.92	24.92	24.92	24.92	24.92
Technician, Sound and Video Equipment	24.92	25.86	25.86	25.86	25.86
Technician, Pump Station Electrical	25.65	26.70	27.71	27.71	27.71
Technician, Pump Station Electrical, Senior	27.15	28.22	29.32	29.32	29.32

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Electrical Crew Chief	25.27	27.30	27.30	27.30	27.30
Electrical Plans Examiner	27.84	28.87	29.99	31.16	32.40
Electrician	24.01	24.98	25.98	25.98	25.98
Electrician Crew Chief	27.32	28.40	29.55	29.55	29.55
Electrician, Senior	25.49	26.45	26.45	26.45	26.45
Helper, Maintenance, Electrical	19.20	19.93	19.93	19.93	19.93
Inspector, Electrical (Entry)	23.84	24.78	25.74	26.78	27.84
Inspector, Electrical (Journey)	27.84	28.87	29.99	31.16	32.40
Inspector, Electrical, Senior (Expert)	28.87	29.99	31.16	32.40	33.66
Inspector, Sign (Entry)	23.84	24.78	25.74	26.78	27.84
Inspector, Sign (Journey)	27.84	28.87	29.99	31.16	32.40

~~Inspector, Sign, Senior..... 28.87 29.99 31.16 32.40 33.66~~

~~Maintenance, Electrical, Apprentice, Pump Station..... 20.20 21.78 23.35 24.93 24.93~~

~~Sound Operator, Intermittent..... 25.49 25.49 25.49 25.49 25.49~~

~~Technician, Sound and Video Equipment..... 25.49 26.45 26.45 26.45 26.45~~

~~Technician, Pump Station Electrical..... 26.24 27.31 28.35 28.35 28.35~~

~~Technician, Pump Station Electrical, Senior..... 27.77 28.87 29.99 29.99 29.99~~

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

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

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

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

- ~~Amplifiers~~
- ~~Pre-amplifiers~~
- ~~Microphones~~
- ~~Speakers~~
- ~~Speaker systems~~
- ~~Audio cables~~
- ~~Equalizers~~
- ~~Audio boards~~
- ~~Audio racks~~
- ~~Ancillary audio equipment~~
- ~~Mixing consoles~~

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- Processing equipment (Techo, system delay, limiting or any ancillary equipment used to process or shape audio signals)
- Video equipment and systems (exclusive of video training packages and large semi-permanent projection screens)

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

D.3.2 Intermittent sound employees must work at least two shifts per quarter to maintain their standing with the City. This may result in cases where dispatch out of seniority is necessary to avoid violation of this provision and such dispatch will be made without the ability to grieve. If insufficient work is available during a quarter to enable the intermittent working two shifts, their standing with the City shall not change.

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

D.4.1 Overtime may be offered to intermittent employees.

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

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

D.7 The Seattle Center shall advise temporary employees of permanent full-time job openings. All candidates shall be required to compete for any such openings; provided however, the Seattle Center shall give serious consideration for full-time positions in the same classification to temporary Sound Equipment Technicians or Electricians at the Seattle Center who are eligible for consideration.

D.8 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder

and 12-foot ceiling. Electrician will change certain higher lights; e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.

D.9 The City will pay training costs for employees classified as Pump Station Electrical Technicians to acquire Level 1 certification or employees classified as Senior Pump Station Electrical Technician to acquire Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification program. This practice is consistent with career development-assisted training.

D.10 Those employees who are entitled to footwear reimbursement will receive an additional thirty-four dollars ($34) per employee per year toward the purchase of footwear under Section 14.11.

D.11 Sound Technician Intermittents who are called to work shall be paid for a minimum of four (4) hours work for each such call. In the event of two (2) calls within a four (4) hour or greater unpaid separation between the calls will be entitled to a separate four (4) hour minimum for each such shift. Overtime work will be based on actual hours worked as opposed to hours paid. This four (4) hour minimum applies only to work shifts and does not apply to scheduled training or meetings. Should a meeting or training be scheduled concurrently with a work shift, this language does not entitle the individual to both a four (4) hour minimum and a separate payment for the training or meeting time.

D.12 The City and Union have renewed the Memorandum of Agreement related to McCaw Hall at the Seattle Center for the term of this Agreement.

APPENDIX E

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 763

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Teamsters, Local No. 763, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

E.1 The provisions of Sections G.1.1 through G.1.6 shall apply exclusively to those classifications identified and set forth within Section G.1.1.

E.1.1 Effective December 29, 2004, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Licenses and Standards Inspector	$23.27	24.15	25.09	26.12	27.18

E.1. 2 Effective December 28, 2005, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Licenses and Standards Inspector	23.81	24.71	25.67	26.72	27.81

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

E.1.4 Clothing – The City shall provide jackets for all employees. The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

E.1.4.1 The City shall continue to provide, maintain, repair, and clean coveralls for those employees assigned to the Weights and Measures Section. In lieu of the benefit set forth within Section 14.11, the City shall also provide all-weather jackets and safety shoes for those employees assigned to the Weights and Measures Section and replace said coveralls, jackets and safety shoes on an as-needed basis.

E.1.5 Effective December 29, 2004, a fund equivalent to thirty-four ($34) per employee per year shall be established. Such fund shall be administered by a bargaining unit Labor-Management Committee for unbudgeted training, equipment and/or other job-related needs.

E.2 The provisions of E.2 through E.12.5 shall apply exclusively to those classifications identified and set forth within Section E.3.2.

E.2.1 Effective December 29, 2004, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

Classification	Step A	Step B	Step C	Step D	Step E
Tax Auditor	24.67	25.66	26.73	27.72	28.73
Tax Auditor, Senior	26.73	27.72	28.73	29.87	31.08

E.2.1.1 Effective December 28, 2005, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

Classification	Step A	Step B	Step C	Step D	Step E
Tax Auditor	25.24	26.25	27.34	28.36	29.39
Tax Auditor, Senior	27.34	28.36	29.39	30.56	31.79

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

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

E.2.4 ~~Work Outside of Classification – Notwithstanding anything to the contrary that may be contained elsewhere in the Agreement (i.e., Section 5.9), whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of a higher-paid classification, and the duties of the higher-paid position are clearly outside the scope of the employee's regular classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate when performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.~~

E.2.5 ~~Effective December 29, 2004, a fund equivalent to thirty-four dollars ($34) per employee per year shall be established. Such fund shall be administered by a bargaining unit Labor-Management Committee for unbudgeted training, equipment and/or other job-related needs.~~

APPENDIX F

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 117

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Fire Equipment Technician	20.42	21.20	22.00	22.00	22.00
Fire Services Specialist	20.42	21.20	22.00	22.00	22.00
Recreation Center Coordinator	22.53	23.41	24.33	25.26	26.27
Recreation Center Coordinator, Assistant	20.49	21.31	22.14	22.96	23.85
Servicer, Equipment	17.73	18.40	19.12	19.12	19.12
Warehouser	18.01	18.72	19.44	19.44	19.44
Warehouser, Chief	20.23	21.00	21.80	22.63	23.45
Warehouser, Senior	19.85	20.63	21.41	21.41	21.41

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Fire Equipment Technician	20.89	21.69	22.51	22.51	22.51

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Fire Services Specialist	20.89	21.69	22.51	22.51	22.51
Recreation Center Coordinator	23.05	23.95	24.89	25.84	26.87
Recreation Center Coordinator, Assistant	20.96	21.80	22.65	23.49	24.40
Servicer, Equipment	18.14	18.82	19.56	19.56	19.56
Warehouser	18.42	19.15	19.89	19.89	19.89
Warehouser, Chief	20.70	21.48	22.30	23.15	23.99
Warehouser, Senior	20.31	21.10	21.90	21.90	21.90

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

F.2 Recreation Center Coordinators and Assistant Recreation Center Coordinators shall receive a forty-five cents (45¢) shift premium for swing shift and fifty-five cents (55¢) shift premium for graveyard shift under the conditions above.

F.3 In lieu of Sections H.2, H.2.1 and H.2.2, employees covered by this Appendix who are employed by the Fleets and Facilities Department, and who are classified as Equipment Servicers or as Warehousers employed in the auto parts room, who either by shift-pick or assignment, work the established second (2nd) shift, shall continue to be assigned in the following manner: eight (8) hours within eight and one-half (8½) consecutive hours which shall constitute a work shift.

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

F.4 When the City transfers a regular employee from one regular shift to another and the employee is not offered at least twelve (12) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said twelve (12) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences twelve (12) hours from the end of the previous shift.

F.5. Equipment Servicers, Warehousers, Senior Warehousers, Chief Warehousers, Fire Equipment Technicians, and Fire Service Specialists are entitled to footwear reimbursement and will receive an additional thirty-four dollars ($34) per employee per year toward the purchase of footwear under Section 14.11.

F.5.1 When a vacancy occurs, employees will be given an opportunity to request a transfer. The vacancy will be filled by seniority, subject to management approval. Management shall not be arbitrary or capricious in making their determination. If the employee's transfer application is rejected, the employee, upon request, will be given a written explanation.

F.6 Aquarium Biologists - The following Sections shall apply only to the Aquarium Biologist I and Aquarium Biologist II classifications. Working conditions will remain as is unless negotiated otherwise. None of the previous Sections of Appendix H or Sections 5.2, 5.2.1, 5.2.2 and 5.3 (as they relate to the rate of compensation) shall apply to these classifications unless specifically negotiated otherwise. However, effective January 6, 1999, the overtime rate of one and one-half (1½) times the straight-time hourly rate shall only be paid for hours worked in excess of forty (40) hours.

F.6.1 Effective December 29, 2004, the classifications and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

	HOURLY RATES OF PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CLASSIFICATION	00-06m	07-18m	19-30m	31-42m	43 m +
Aquarium Biologist I	16.65	17.25	17.93	18.54	19.29
Aquarium Biologist II	18.22	18.89	19.67	20.42	21.20

F.6.2 Effective December 28, 2005, the classifications and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

	HOURLY RATES OF PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CLASSIFICATION	00-06m	07-18m	19-30m	31-42m	43 m +
Aquarium Biologist I	17.03	17.65	18.34	18.97	19.73
Aquarium Biologist II	18.64	19.32	20.12	20.89	21.69

F.7 Parking Attendants and Senior Parking Attendants - The following Sections shall apply only to Parking Attendant and Senior Parking Attendant classifications. None of the previous Sections of Appendix H shall apply to these classifications unless specifically stated to the contrary in a particular Section. Due to the nature of the business and the working conditions Section 1.4 and 1.4.1 shall not apply to the afore-referenced classifications.

F.7.1 Effective December 29, 2004, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Parking Attendant	13.79	14.33	14.90	15.46	16.05
Parking Attendant – Temporary	13.79	13.79	13.79	13.79	13.79
Senior Parking Attendant	17.13	17.77	18.44	18.44	18.44

F7.2 Effective December 28, 2005, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Parking Attendant	14.11	14.66	15.24	15.82	16.42
Parking Attendant – Temporary	14.11	14.11	14.11	14.11	14.11
Senior Parking Attendant	17.52	18.18	18.86	18.86	18.86

F.7.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employee shall be made in accordance with the pertinent provisions of Article 4.

F.8 Regular part-time Parking Attendants, and regular part-time Senior Parking Attendants shall be defined as employees hired to work in other than a

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

F.9 For regular full-time employees; eight (8) hours shall constitute a normal workday, and five (5) full eight (8) hour days, shall constitute a work schedule. The normal eight (8) hour days shall be worked within a nine (9) hour period in each of the five (5) days. The City shall maintain as many consecutive schedules as practicable. This language shall be in lieu of Section 5.1. There shall be a paid one-half hour working lunch period for both temporary and regular employees for shifts of five (5) or more hours.

F.10 Notwithstanding the provisions of Section 5.2, any overtime referenced in the City of Seattle/Joint Crafts Council Labor Agreement shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate of pay for Parking Attendants and Senior Parking Attendants.

F.11 The City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours, without a loss in pay, so that such periods do not interfere with ongoing work requirements. Management must give a forty-eight (48) hours' notice to employees if they are going to be required to take a working meal period. If such notice is not given to employees, the employees shall have the choice of whether or not they would like to take a working meal period. This language shall replace Section 5.1.3.

F.12 Section 5.2.1 shall not be applicable to Parking Attendants; Parking Attendants, Temporary; or Senior Parking Attendants.

F.13 When management deems it necessary, work schedules for permanent employees may be established other than Monday through Friday. Where practical, at least forty-eight (48) hours' advance notification shall be afforded the affected employees when changes in posted work schedules are required by the City. In instances where forty-eight (48) hours' advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule, unless said notification was impractical. This language shall be in lieu of Section 5.5.

F.14 Work Assignments For Temporary Parking Attendants - In the interest of maintaining an efficient and equitable system of operations at the Seattle Center and to facilitate the assignment of fluctuating numbers of Temporary

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Parking Attendants to the various events, the City and Union agree that management shall give appropriate consideration to the following:

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

F.15 Scheduling for Temporary Parking Attendants - Seattle Center TemporaryParking Attendants must have an availability of at least ten (10) periods out of a total of twenty-eight (28) periods each week (except that those Intermittent Parking Attendants hired before October 3, 1986, will continue to have an availability of eight (8) periods out of a total of twenty eight (28) periods unless on an approved leave of absence from the Department. All Seattle Center Temporary Parking Attendants must be available from 6:00 a.m. to 12:00 a.m. (midnight) during each of the days on which the following festivals are being held: Bumbershoot, Folklife, and the Bite of Seattle, and on all holidays. If employees have a time conflict with any of the afore-referenced hours during these three (3) festivals or on a holiday due to other employment or a scheduled class in a degree program, they must submit a written note from their other employer or their professor explaining such to departmental management in order to be excused from having to be available to work for those hours. Failure to comply with the above shall result in termination as a quit.

F.15.1 Seattle Center Temporary Parking Attendants must provide the Department with changes in the availability schedules by the first (1st) of each month for the subsequent month. Employees who have indicated availability for work shall be expected to accept shift assignments during the periods they have indicated that availability, unless a shift-change request has been approved more than seventy-two (72) hours in advance of the desired change by the Parking manager or his/her designee. Such request shall be approved or disapproved on the basis of (1) the impact on overall scheduling and staffing; and/or (2) whether or not there are emergency circumstances involved. Employees who do not comply with the afore-referenced shall be subject to termination as a quit; provided however, employees shall not be penalized under this Section in the case of bona fide emergencies, illnesses, or a lack of forty-eight (48) hours' notification from the City.

F.15.2 Regular attendants may submit a shift start time preference (either a.m. start or p.m. start) for one day per month. Requests must be submitted on the first of each month for the subsequent month. In addition, requests submitted seventy-two (72) hours in advance may be granted up to four times per year. (Shift-start preference requests apply to those on five-day work week. Ability to grant shift-start preferences is based on sufficient lead staffing, sufficient lead back-up, and sufficient qualified temporaries to cover anticipated operational needs. In cases where attendants simultaneously request the same or a

mutually exclusive schedule change, requests will be approved based on seniority.)

F.15.3 Seattle Center management shall post a base schedule for the first week of each month by the twenty-sixth (26th) day of the prior months. They shall post a base schedule of the second week of each month by the first day of that same month. They shall post a base schedule for the third week of each month by the fourth (4th) day of that same month; and, they shall post a base schedule of hire the last week of each month by the tenth (10th) day of that same month. Changes in said schedules may be made by management with forty-eight (48) hours' notice to employees. If base schedules are not posted by the above dates, or if said forty-eight (48) hours' notice for changes is not given, employees have the right to refuse assignments for the period of time for which the schedule was not posted or the notice was not given.

F.16 Split Shifts - Notwithstanding the provisions of Section 5.1 and H.10, management reserves the right to schedule split shifts for training purposes twenty-four (24) times per year for all Senior Parking Attendants and eighteen (18) times per year for all regular Parking Attendants and twelve (12) times per year for all Temporary Parking Attendants. The City will attempt to schedule training which results in the least amount of disruption for the employee.

F.16.1 For non-administrative purposes, an employee may volunteer to work straight-time, split-shift assignments for the following month by the fifteenth (15th) day of the prior month. If split shifts are available to be worked, management shall so notify those employees who volunteered to work split shifts. Under these circumstances, all employees shall have the right to refuse to work split shifts even though they may have indicated a desire to do so at an earlier point in time.

F.17 Four-Hour Guarantee of Work - All permanent part-time and Temporary Parking Attendants shall be guaranteed a minimum of four (4) hours of work whenever they are scheduled to work. The City reserves the right to require said Parking Attendants to perform additional job-related duties in order to ensure that wages are not paid for time during which no work is being done. The four (4) hour guarantee of work shall not apply to Section H.17.

F.18 Seniority for Regular Employees - Seniority as a permanent employee shall be determined by the date of hire within the bargaining unit, class specification, and the employing department. Standing for purposes of seniority shall cease when an employee is separated from employment; on an unpaid leave of absence for more than one hundred twenty (120) days; or changed to temporary status.

F.18.1 Seniority With Respect To Having Consecutive Days Off - Permanent employees with the most seniority who have the same status with regard to being either full-time or part-time employees shall have the first option for a

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schedule with consecutive days off, where such schedules are available. The City shall maintain as many schedules with consecutive days off as practicable, unless employees designate a preference for nonconsecutive days off.

F.18.2 Seniority With Respect To Overtime - Permanent employees with the most seniority shall have the first option for nonshift extension overtime opportunities within that class specification.

F.18.3 Seniority With Respect To Scheduling of Vacation - Permanent employees shall submit vacation requests by a date(s) specified by their respective department. Vacation requests shall be approved by management, whenever practicable, on the basis of seniority. Seniority rights for vacation assignment for that calendar year shall cease to exist if an employee submits a change to his/her original vacation request after the deadline for said request is to be in.

F.19 Holiday Observation For Regular Employees - In lieu of 6.1.1. Regular employees shall observe paid holidays on the actual day of the holiday. When regular employees are scheduled to work on the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply, in addition to being paid for the holiday at his/her straight-time hourly rate of pay pursuant to Section 6.4. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday. In addition, for both regular and temporary employees, when an employee's shift extends beyond twelve (12:00 a.m.) midnight on New Year's Day, all hours worked on New Year's Day shall be counted as Holiday Pay.

F.19.1 Notwithstanding H.18, whenever any paid holiday falls on a permanent employee's regularly scheduled day/days off, either the working day before or the working day after the employee's scheduled day/days off may be recognized as the paid holiday at the Department's option, or the Department may elect to pay the employee for the holiday at the regular straight-time hourly rate of pay. Payment shall be made only once per affected employee for any one holiday. This language shall be in lieu of Section 6.1.1.

F.20 In lieu of Section 6.1.2., regular part-time Parking Attendants and Senior Parking Attendants shall receive holiday time off or pay at the regular straight-time hourly rate based upon hours compensated during the two (2) prior pay periods that the employee was on pay status before the one in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

F.21 The amount of vacation time deducted from the vacation balance of permanent part-time personnel shall be calculated on the basis of the average number of hours compensated in the two (2) pay periods that the employee was on pay status prior to the pay period in which the vacation starts. For example, in the first pay period an employee works and/or is compensated ten (10) days and a

~~total of sixty-four (64) hours and the second pay period works and/or is compensated six (6) days and a total of forty-eight (48) hours. In the combined pay periods, the employee worked sixteen (16) days and a total of one hundred twelve (112) hours'. The employee shall therefore be charged seven (7) hours vacation for each day taken per this formula.~~

F.22 ~~Notwithstanding the provision of Section 8.1.6, a supervisor may require a doctor's certification per the Seattle Center Department's sick leave policy, or, at anytime the supervisor identifies sick leave use that is questionable; i.e., sick leave days taken in conjunction with holidays, vacation, scheduled days off or sick leave consistently taken on a particular day of the week.~~

F.23 ~~All employees (including temporary) must have a current valid State of Washington Driver's License.~~

F.24 ~~In lieu of Sections 14.1, and 14.1.1, regular and temporary employees employed by the Seattle Center shall be required to own and insure their own car, truck or van for use on the job at no additional cost to the City. The Seattle Center shall continue parking privileges (worth twenty dollars ($20) per month) for regular and temporary employees and provide a flat mileage reimbursement of fifty cents (50¢) for each day worked by a regular employee and eleven dollars ($11) per month for each permanent employee. Those employees hired prior to June 22, 1990, who do not have a car, truck or van shall not be included in this requirement and condition. Those employees hired prior to June 22, 1990, who do have a car, truck or van shall be included in this requirement and condition. All employees hired on or after June 22, 1990, shall be included in this requirement and condition.~~

F.25 ~~All employees (including temporary) must have either a telephone at their place of residence or a message phone/answering service in order to be able to be contacted by the supervisor.~~

F.26 ~~All Seattle Center employees (including temporary) must have a watch or similar timepiece that works. The watch shall be worn or the timepiece shall be carried by the employee while on duty.~~

F.27 ~~The Seattle Center may provide and arrange for the cleaning of rented uniforms, or the Seattle Center may purchase a uniform and the employee arrange for the cleaning of the purchased uniform. In either case, the City may require that employees wear said uniforms. A winter jacket shall be provided as part of the uniform. Uniform design, quantity and type of fabric shall be at the discretion of management. Uniforms lost by the employee or severely misused shall be charged to the employee at a replacement cost. The Seattle Center may determine at any time that it shall no longer provide uniforms. Employees may provide their own pants in lieu of uniform pants as long as the color, fabric and style are essentially equivalent to the uniform pant. If dark pants or skirts are not provided as part of the uniform, employees shall be responsible for~~

providing these items. Employees must maintain a clean and neat personal appearance.

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

F.29 All employees (including temporary) shall wear or use safety equipment that is required and provided by the City while in the performance of their work.

F.30 Paychecks for all Seattle Center employees (including temporary) shall be available for pick up from the designated City representative(s) after 3:00 p.m., on the day paychecks are normally distributed unless employees designate that they want their paychecks mailed directly to them. Checks that are not picked up by 8:00 p.m., on the day that they are generally distributed shall be mailed to employees the following business day. Management shall designate two (2) periods per year during which employees may designate their preferred method of paycheck distribution.

F.31 All Temporary Parking Attendants and Temporary Senior Parking Attendants with prior approval by management may take up to one hundred twenty (120) days of unpaid leave per calendar year. Each unpaid leave of absence taken must be for a minimum duration of one (1) week, except up to four (4) times per year, leaves of absence for less than one (1) week but no less than four (4) days may be granted.

F.32 Each department employing Parking Attendants shall maintain a standing safety committee within the working unit. The function of the safety committee shall be to identify safety concerns; make recommendations to department management on potential remedies to safety concerns; and to provide a vehicle for safety communications and training. Committee membership shall consist of: two (2) Parking Attendants designated by the bargaining unit (one of which shall be a Senior Parking Attendant, where applicable) and one departmental management designee. The safety committee shall meet no less frequently than once per quarter (three months) for a maximum of two (2) hours. Management shall schedule the time for these meetings to convene. The four (4) hour minimum guarantee cited in Section H.18 shall not apply to this Section. Only the three (3) designated employees who comprise the safety committee shall be paid during their attendance at said meetings. The agenda for each meeting must be set two (2) weeks in advance by the three- (3) member committee. Minutes of each meeting shall be distributed to all safety committee and bargaining unit members afterwards.

F.33 The City shall make available to those employees in the classification of Parking Attendant working alone in a closed facility, a two-way radio which shall remain the property of the City. The City shall make necessary rules and procedures for checkout and return of radios.

APPENDIX G

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 5

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Painters and Allied Trades District Council No. 5, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY			
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19 m +	STEP D
Automotive Body Worker/Painter	$23.15	24.06	24.06	
Automotive Equipment Painter	23.15	24.06	24.06	
Paint & Body, Crew Chief	25.92	26.99	28.06	
Paint & Body Supervisor	25.92	26.99	28.06	
Painter	24.46	24.46	24.46	
Painter, Apprentice-Intern	1st period	65% of Painter rate of pay		
	2nd period	71% of Painter rate of pay		
	3rd period	77% of Painter rate of pay		
	4th period	83% of Painter rate of pay		
	5th period	89% of Painter rate of pay		
	6th period	95% of Painter rate of pay		
Painter, Asg Spray Painter	25.04	25.04	25.04	
Painter, Assistant Sign Shop	18.89	18.89	18.89	
Painter, Assistant Spray Booth	19.44	20.23	20.23	
Painter, Crew Chief	25.92	26.99	28.06	
Painter, Senior	24.62	25.57	25.57	
Painter, Senior, Assistant Sign Shop	19.44	20.23	20.23	
Painter, Senior, Asg Spray Painter	25.20	26.17	26.17	

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Sign Painter	24.46	24.46	24.46
Sign Painter, Crew Chief	25.92	26.99	28.06
Sign Painter, Senior	24.62	25.57	25.57
Structural Painter	24.38	25.31	25.31
Structural Painter, Crew Chief	26.79	27.91	29.09
Structural Painter, Senior	26.28	26.28	26.28
Structural Painter, Asg Spray Painter	24.98	25.92	25.92
Structural Painter, Senior, Asg Spray Painter	26.78	26.78	26.78

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

	HOURLY RATES OF PAY			
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19 m +	STEP D
Automotive Body Worker/Painter	$23.68	24.61	24.61	
Automotive Equipment Painter	23.68	24.61	24.61	
Paint & Body, Crew Chief	26.52	27.61	28.71	
Paint & Body Supervisor	26.52	27.61	28.71	
Painter	25.02	25.02	25.02	
Painter, Apprentice-Intern	1st period	65% of Painter rate of pay		
	2nd period	71% of Painter rate of pay		
	3rd period	77% of Painter rate of pay		
	4th period	83% of Painter rate of pay		
	5th period	89% of Painter rate of pay		
	6th period	95% of Painter rate of pay		
Painter, Asg Spray Painter	25.62	25.62	25.62	
Painter, Assistant Sign Shop	19.32	19.32	19.32	
Painter, Assistant Spray Booth	19.89	20.70	20.70	
Painter, Crew Chief	26.52	27.61	28.71	
Painter, Senior	25.19	26.16	26.16	
Painter, Senior, Assistant Sign Shop	19.89	20.70	20.70	
Painter, Senior, Asg Spray				

Painter	25.78	26.77	26.77
Sign Painter	25.02	25.02	25.02
Sign Painter, Crew Chief	26.52	27.61	28.71
Sign Painter, Senior	25.19	26.16	26.16
Structural Painter	24.94	25.89	25.89
Structural Painter, Crew Chief	27.41	28.55	29.76
Structural Painter, Senior	26.88	26.88	26.88
Structural Painter, Asg Spray Painter	25.55	26.52	26.52
Structural Painter, Senior, Asg Spray Painter	27.40	27.40	27.40

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

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

G.3 Effective January 6, 1999, employees while assigned to do spray painting, drywall finishing work and abrasive blasting, or who are required to work on swinging staging, elevated mobile platforms or steel transmission towers shall receive an additional sixty-five cents (65¢) per hour for each straight-time or overtime hour worked. If an employee is performing multiple tasks (i.e., sand blasting from swinging staging), each of which has a premium attached, then all premiums will be paid.

G.4 In the City Light Department, when four (4) or more employees, three (3) of whom are classified as Structural Painters, are working on one specific job in an outlying work area such as the Bothell Substation, one Structural Painter shall be assigned "in-Charge" and shall be compensated as a Senior Structural Painter while acting in this capacity.

G.4.1 This provision shall be effective only when the Crew Chief does not visit the work premises once in each four (4) hour period of work. The Structural Painter assigned "in charge" shall continue to work.

G.5 Personnel temporarily assigned to the City Light Boundary Project shall be paid one-half (½) hour pay per day at the straight-time rate of pay as compensation for travel time between the work site and the board and lodging facility.

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G.6 White overalls and white shirts, coveralls, or protective and specialized clothing currently provided by the City shall continue to be provided per existing departmental practice.

G.7 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally however, this practice shall include a call to the Union hall.

G.8 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time. If used, the compensatory time shall be accrued at the overtime rate as specified in Section 5.2 for each hour of overtime work.

G.9 Shift Premium - An employee working within a classification identified within Section I.1, who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$0.45 per hour	$0.55 per hour

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

G.9.2 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

G.10 Sections 4.2.1 and 4.2.2 shall determine out-of-class pay Step placement as clarified in Section 5.9.

G.11 All employees classified and working full-time as Automotive Body Worker/Painter, who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding years, shall be paid a tool allowance in the amount of seventy-five ($75). Payment shall be made on the first pay- date following a full-pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

~~G.12 The City shall provide, at no cost to the employee, all required safety equipment and supplies required to perform work in a manner consistent with the Washington Industrial Safety and Health Act, Federal OSHA standards or other pertinent ordinance, regulation, or standard.~~

~~G.13 Employees assigned to the Automotive Body Worker/Painter classification shall be reimbursed by the City for the loss of required hand tools (including tool boxes) due to fire or theft from City premises, less twenty-five dollars ($25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees in the Automotive Body Worker/Painter classification shall notify management whenever they remove their tools from the City's premises.~~

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APPENDIX H

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL NO. 66

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Sheet Metal Workers International Association, Local No. 66, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Sheet Metal Worker, Automotive	23.15	24.06

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Sheet Metal Worker, Automotive	23.68	24.61

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

H.2 Employees classified and working full-time as Sheet Metal Workers, Automotive who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding year, shall be paid a tool allowance in the amount of one hundred seventy-nine dollars ($179). A like payment shall be made on the first pay date following a full pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

~~The provision of the one hundred seventy-nine dollars ($179) tool allowance is made with the understanding that Sheet Metal Workers, Automotive are not entitled to the Footwear allowance delineated in Article 14.11~~

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APPENDIX I

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL NO. 767-M

This APPENDIX is supplemental to that Agreement by and between The City Of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Graphic Communications International Union, Local No. 767-M, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Printing Equipment Operator	$17.59	$18.22	$18.89	$19.67	$20.42
Printing Equipment Operator, Sr.	18.89	19.67	20.42	21.20	22.00
Pre-Press Technician	18.89	19.67	20.42	21.20	22.00
Bindery Worker	16.35	16.92	17.59	18.22	18.89
Bindery Worker, Senior	18.22	18.89	19.67	20.42	21.20
Printing Equipment Operator, Apprentice	67% of Printing Equipment Operator entry rate of pay from 00 - 06 months 71% of Printing Equipment Operator entry rate of pay from 07 - 12 months 75% of Printing Equipment Operator entry rate of pay from 13 - 18 months 79% of Printing Equipment Operator entry rate of pay from 19 - 24 months				

83% of Printing Equipment Operator entry rate of pay from 25 – 30 months

87% of Printing Equipment Operator entry rate of pay from 31 – 36 months

91% of Printing Equipment Operator entry rate of pay from 37 – 42 months

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

I1.1 Effective December 28, 2005, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Printing Equipment Operator	17.99	18.64	19.32	20.12	20.89
Printing Equipment Operator, Sr.	19.32	20.12	20.89	21.69	22.51
Pre-Press Technician	19.32	20.12	20.89	21.69	22.51
Bindery Worker	16.73	17.31	17.99	18.64	19.32
Bindery Worker, Senior	18.64	19.32	20.12	20.89	21.69

Printing Equipment Operator, Apprentice ..... 67% of Printing Equipment Operator entry rate of pay from 00 – 06 months

71% of Printing Equipment Operator entry rate of pay from 07 – 12

75% of Printing Equipment Operator entry rate of pay from 13 – 18 months

79% of Printing Equipment Operator entry rate of pay from 19 – 24 months

83% of Printing Equipment Operator entry

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rate of pay from 25 – 30 months

87% of Printing Equipment Operator entry rate of pay from 31 – 36 months

91% of Printing Equipment Operator entry rate of pay from 37 - 42 months

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

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

I.2 An employee assigned to operate the two-color, 35" or over Heidelberg press or its equivalent at the Executive Services Department, Administrative Services Division shall be paid an additional fifty cents (50¢) per hour for the first 1,040 hours so assigned; one dollar ($1) per hour for the next 1,040 hours; one dollar fifty cents ($1.50) per hour for the next 1,040 hours; and two dollars ($2) for the next 1,040 hours; two dollars and fifty cents ($2.50) for the next 1,040 hours; and three dollars ($3) thereafter.

I.3 Meal Period - Notwithstanding the provisions of Section 5.1.1, employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall either, at the discretion of supervision, be afforded a meal period at the first available opportunity during working hours without compensation, or continue working through eight (8) consecutive hours.

I.4 All requests to work overtime shall be made at least two (2) hours prior to the end of the shift when possible and practical.

I.5 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the supervisor, in the form of compensatory time.

I.6 Notwithstanding the provisions of Sections 17.3 and 17.4, the Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees and are not subject to the grievance procedure of this Agreement.

I.7 The employees covered by this Appendix may examine their personnel files in the Departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in their personal files are permitted to insert material relating to the challenge.

I.8 Coveralls, shop aprons, and/or bib overall if currently provided by the departments shall continue to be provided per existing departmental practice throughout the duration of this Agreement.

I.9 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

I.10 At such time as a shift other than a regular day shift is established on a permanent basis, the Union reserves the right to bargain over the rate of pay for such shift.

I.11 An amount of thirty-four dollars ($34) per employee per year will be expended on annual or monthly bus passes for those employees so purchasing. Such expenditure can be done on a pre-tax, payroll deduction basis but monthly deductions must be accomplished by March 15 of each year.

I.12 The Printing, Copying and Graphic Design Services Policy effective August 1, 2001, as amended, is applicable.

I.13 In the event that the City acquires new technology or off-set printing equipment, the City shall provide written notice to the Union within a reasonable time prior to installation, if possible. If the Union requests to bargain impacts, the City agrees to meet and confer with the Union regarding the introduction of such technology or equipment. If, as a result of the acquisition, positions are reclassified, and the reclassification includes wage changes, any negotiated wage changes would be retroactive to the date of the City's expectation that employees operate the new technology/equipment.

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APPENDIX J

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Asphalt Raker	20.38	21.16	21.96	21.96	21.96
Asphalt Raker, Senior	21.96	22.81	22.81	22.81	22.81
Cement Finisher	21.96	22.82	22.82	22.82	22.82
Cement Finisher – Parks Facilities***	24.46	24.46	24.46	24.46	24.46
Cement Finisher, Senior	23.25	24.14	24.14	24.14	24.14
Cement Finisher – Parks Facilities, Senior***	24.46	25.49	25.49	25.49	25.49
Drainage and Wastewater Collection Worker	18.72	19.44	20.24	20.24	20.24
Drainage and Wastewater Collection Worker - CI*	18.72	19.85	20.63	20.63	20.63
Drainage and Wastewater Collection Lead Worker	21.03	21.84	22.70	22.70	22.70
Drainage and Wastewater					

~~Lead Worker - CII*~~	~~21.47~~	~~22.30~~	~~23.15~~	~~23.15~~	~~23.15~~
~~Engineering Emergency Laborer~~	~~20.50~~	~~20.50~~	~~20.50~~	~~20.50~~	~~20.50~~
~~Facilities Lead Worker~~	~~19.85~~	~~20.63~~	~~21.41~~	~~21.41~~	~~21.41~~
~~Facilities Maintenance Worker~~	~~19.85~~	~~20.63~~	~~21.41~~	~~21.41~~	~~21.41~~
~~Forest Maintenance Crew Chief~~	~~25.36~~	~~26.42~~	~~27.42~~	~~27.42~~	~~27.42~~
~~Forest Maintenance Worker~~	~~20.67~~	~~21.44~~	~~22.28~~	~~22.28~~	~~22.28~~
~~Forest Maintenance Worker, Senior~~	~~22.00~~	~~22.88~~	~~23.75~~	~~23.75~~	~~23.75~~
~~Gardener, Principal~~	~~22.00~~	~~22.88~~	~~22.88~~	~~22.88~~	~~22.88~~
~~Gardner, Assistant~~	~~16.35~~	~~16.92~~	~~17.59~~	~~17.59~~	~~17.59~~
~~Gardener~~	~~18.22~~	~~18.89~~	~~19.67~~	~~19.67~~	~~19.67~~
~~Golf Course Groundskeeper I~~	~~10.37~~	~~10.37~~	~~10.37~~	~~10.37~~	~~10.37~~
~~Golf Course Groundskeeper II~~	~~14.21~~	~~14.21~~	~~14.21~~	~~14.21~~	~~14.21~~
~~Senior Gardener~~	~~20.42~~	~~21.20~~	~~22.00~~	~~22.00~~	~~22.00~~
~~Golf Course Technician~~	~~16.48~~	~~17.08~~	~~18.22~~	~~18.89~~	~~19.67~~
~~Golf Course Technician, Senior~~	~~17.62~~	~~18.89~~	~~19.85~~	~~20.63~~	~~21.44~~
~~Golf Course Maintenance Supervisor~~	~~23.33~~	~~24.24~~	~~25.23~~	~~26.17~~	~~27.27~~
~~Greenhouse Supervisor~~	~~22.00~~	~~22.88~~	~~22.88~~	~~22.88~~	~~22.88~~
~~Grounds Equipment Mechanic~~	~~20.81~~	~~21.63~~	~~22.43~~	~~22.43~~	~~22.43~~
~~Grounds Equipment Mechanic, Senior~~	~~22.43~~	~~23.30~~	~~24.22~~	~~24.22~~	~~24.22~~
~~Grounds Maintenance Crew Chief~~	~~24.94~~	~~25.86~~	~~26.96~~	~~26.96~~	~~26.96~~
~~Grounds Maintenance Lead Worker~~	~~19.85~~	~~20.63~~	~~21.41~~	~~21.41~~	~~21.41~~

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Heating Plant Technician	22.25	23.12	23.12	23.12	23.12
Ice Rink Specialist	19.85	20.63	20.63	20.63	20.63
Installation Maintenance Worker	19.85	20.63	20.63	20.63	20.63
Janitorial Crew Chief-FFD	18.58	19.21	19.98	19.98	19.98
Janitorial Crew Chief-Seattle Center	20.01	20.81	21.63	21.63	21.63
Janitor-Seattle Center/Parks/Water	14.54	15.12	15.66	15.66	15.66
Janitor, Lead-Seattle Center/Parks/Water	15.66	16.35	16.92	16.92	16.92
Janitor-Power Washer, Parks	15.41	15.99	16.65	16.65	16.65
Laborer	16.06	16.48	17.08	17.08	17.08
Laborer - Apprentice**	85% of entry rate for 1st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours				
Laborer-Inserting Machine Operator	16.48	17.08	17.08	17.08	17.08
Laborer-Pest Control	19.85	20.63	20.63	20.63	20.63
Laborer-Roto Mist Sprayer	19.86	19.86	19.86	19.86	19.86
Landscape Supervisor	25.38	26.37	27.42	27.42	27.42
Lock Technician Trainee	17.59	18.22	18.89	19.67	20.42
Lock Technician	20.81	21.63	22.43	22.43	22.43
Lock Technician, Senior	22.43	23.30	24.22	24.22	24.22
Maintenance Crew Chief, General - Skagit	26.96	28.00	28.00	28.00	28.00
Maintenance Laborer	18.89	18.89	18.89	18.89	18.89
Maintenance Laborer,					

Senior Traffic	19.44	20.23	20.23	20.23	20.23
Maintenance Laborer, Sewer Treatment Plant Operator	20.23	20.23	20.23	20.23	20.23
Maintenance Laborer, Sewer Treatment Plant, Assistant	19.44	19.44	19.44	19.44	19.44
Operations Crew Chief -Seattle Center	24.17	25.17	26.14	26.14	26.14
Operations Crew Chief, Senior-Seattle Center	24.67	25.66	26.73	27.72	27.72
Parks Custodial Crew Chief	24.42	25.36	26.42	26.42	26.42
Parks Equipment Operator	18.40	19.12	19.85	19.85	19.85
Parks Maintenance Crew Chief	24.42	25.36	26.42	26.42	26.42
Parks Maintenance Aide I	11.22	11.22	11.22	11.22	11.22
Parks Maintenance Aide II	11.69	11.69	11.69	11.69	11.69
Pool Maintenance Lead Worker	21.21	22.00	22.88	22.88	22.88
Pool Maintenance Worker	19.12	19.85	20.63	20.63	20.63
Pump Station Maintenance Worker	18.72	19.44	20.24	20.24	20.24
Pump Station Maintenance Worker - CI*	18.72	19.85	20.63	20.63	20.63
Pump Station Maintenance Lead Worker	21.03	21.84	22.70	22.70	22.70
Pump Station Maintenance Leadworker - CII*	21.47	22.30	23.15	23.15	23.15
Recycling Program Specialist	17.93	18.54	19.29	20.01	20.81
Rights-of-Way Maintenance Lead Worker	21.84	22.69	23.58	23.58	23.58
Rights-of-Way Maintenance Worker	21.41	22.23	22.23	22.23	22.23

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Rights-of-Way Maintenance Worker, Senior	21.84	22.69	23.58	23.58	23.58
Special Crew Lead Worker	21.21	22.00	22.88	22.88	22.88
Store Clerk	14.69	15.25	15.82	16.48	17.08
Storekeeper	19.67	20.42	21.20	22.00	22.88
Traffic Marking Lead Worker	19.81	20.63	21.41	22.23	22.23
Traffic Sign and Marking Crew Chief I	24.94	25.86	26.96	26.96	26.96
Traffic Sign and Marking Crew Chief II	27.48	28.54	29.64	29.64	29.64
Tree Trimmer	19.37	20.16	20.95	20.95	20.95
Tree Trimmer, Lead	21.21	22.00	22.88	22.88	22.88
Utility Construction Lead Worker	21.03	21.84	22.70	23.42	23.42
Utility Construction Worker	20.21	20.95	21.56	21.56	21.56
Utility Laborer	18.22	18.22	18.22	18.22	18.22
Waste Water Collection Specialist	22.59	23.46	24.34	24.34	24.34
Waste Water Collection Specialist-CII*	23.06	23.97	24.82	24.82	24.82
Waste Water Treatment Plant Operator	22.88	23.75	24.63	24.63	24.63
Workload Planner & Scheduler, Assistant-Parks	23.01	23.97	24.92	24.92	24.92

*Employees classified in the job titles listed and who acquire and continue to maintain Level I certification (and have reached the second step) and/or Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification shall be compensated by an additional two percent (2%) of their hourly range (calculation based on two percent (2%) of the top step of the specific job classification). The affected job titles are: Drainage & Wastewater Collection Worker-CI, Drainage and Wastewater Lead Worker-CII, Pump Station Maintenance Worker-CI and Pump Station Maintenance Lead Worker-CII and Waste Water Collection Specialist-CII. At such time as either the State of Washington or the City of Seattle shall require the certifications as a condition of employment for any of the classifications cited, before implementing any such changes to the voluntary certification plan, the

City shall notify the Union of the changes and reason therefore, and upon request, such changes and reason therefore shall be discussed with the Union.

**Note: Laborer-Apprentice title is in effect pursuant to the Washington State Apprenticeship Act (RCW 49.04) and the Fair Labor Standards Act (29 CFR 29). Laborer Apprentice pay WAC 296-05-316 (27). Effective upon signature of this Agreement, said pay steps shall be based on the entry-level wage rate for the specific journey-level classification the apprenticeship has been designated/approved to train.

***These premium pay titles are applicable for technical duties for cement finishing at the Parks and Recreation Department. The duties of these premium pay titles are contained in the specifications of Cement Finisher and Cement Finisher, Senior, but are uniquely performed a the Parks and Recreation Department, and are not performed at any other City Department.

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

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Asphalt Raker	20.85	21.65	22.47	22.47	22.47
Asphalt Raker, Senior	22.47	23.33	23.33	23.33	23.33
Cement Finisher	22.47	23.34	23.34	23.34	23.34
Cement Finisher – Parks Facilities***	25.02	25.02	25.02	25.02	25.02
Cement Finisher, Senior	23.78	24.70	24.70	24.70	24.70
Cement Finisher – Parks Facilities, Senior***	25.02	26.08	26.08	26.08	26.08
Drainage and Wastewater Collection Worker	19.15	19.89	20.71	20.71	20.71
Drainage and Wastewater Collection Worker - CI*	19.15	20.31	21.10	21.10	21.10
Drainage and Wastewater Collection Lead Worker	21.51	22.34	23.22	23.22	23.22
Drainage and Wastewater					

Lead Worker - CII*	21.96	22.81	23.68	23.68	23.68
Engineering Emergency Laborer	20.97	20.97	20.97	20.97	20.97
Facilities Lead Worker	20.31	21.10	21.90	21.90	21.90
Facilities Maintenance Worker	20.31	21.10	21.90	21.90	21.90
Forest Maintenance Crew Chief	25.94	27.03	28.05	28.05	28.05
Forest Maintenance Worker	21.15	21.93	22.79	22.79	22.79
Forest Maintenance Worker, Senior	22.51	23.41	24.30	24.30	24.30
Gardener, Principal	22.51	23.41	23.41	23.41	23.41
Gardner, Assistant	16.73	17.31	17.99	17.99	17.99
Gardener	18.64	19.32	20.12	20.12	20.12
Golf Course Groundskeeper I	10.61	10.61	10.61	10.61	10.61
Golf Course Groundskeeper II	14.54	14.54	14.54	14.54	14.54
Senior Gardener	20.89	21.69	22.51	22.51	22.51
Golf Course Technician	16.86	17.47	18.64	19.32	20.12
Golf Course Technician, Senior	18.03	19.32	20.31	21.10	21.93
Golf Course Maintenance Supervisor	23.87	24.80	25.81	26.77	27.90
Greenhouse Supervisor	22.51	23.41	23.41	23.41	23.41
Grounds Equipment Mechanic	21.29	22.13	22.95	22.95	22.95
Grounds Equipment Mechanic, Senior	22.95	23.84	24.78	24.78	24.78
Grounds Maintenance Crew Chief	25.51	26.45	27.58	27.58	27.58
Grounds Maintenance Lead Worker	20.31	21.10	21.90	21.90	21.90

Heating Plant Technician	22.76	23.65	23.65	23.65	23.65
Ice Rink Specialist	20.31	21.10	21.10	21.10	21.10
Installation Maintenance Worker	20.31	21.10	21.10	21.10	21.10
Janitorial Crew Chief-ESD	19.01	19.65	20.44	20.44	20.44
Janitorial Crew Chief-Seattle Center	20.47	21.29	22.13	22.13	22.13
Janitor-Seattle Center/Parks/Water	14.87	15.47	16.02	16.02	16.02
Janitor, Lead-Seattle Center/Parks/Water	16.02	16.73	17.31	17.31	17.31
Janitor-Power Washer, Parks	15.76	16.36	17.03	17.03	17.03
Laborer	16.43	16.86	17.47	17.47	17.47
Laborer - Apprentice**	85% of entry rate for 1st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours				
Laborer-Inserting Machine Operator	16.86	17.47	17.47	17.47	17.47
Laborer-Pest Control	20.31	21.10	21.10	21.10	21.10
Laborer-Roto Mist Sprayer	20.32	20.32	20.32	20.32	20.32
Landscape Supervisor	25.96	26.98	28.05	28.05	28.05
Lock Technician Trainee	17.99	18.64	19.32	20.12	20.89
Lock Technician	21.29	22.13	22.95	22.95	22.95
Lock Technician, Senior	22.95	23.84	24.78	24.78	24.78
Maintenance Crew Chief, General - Skagit	27.58	28.64	28.64	28.64	28.64
Maintenance Laborer	19.32	19.32	19.32	19.32	19.32
Maintenance Laborer,					

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Senior Traffic	19.89	20.70	20.70	20.70	20.70
Maintenance Laborer, Sewer Treatment Plant Operator	20.70	20.70	20.70	20.70	20.70
Maintenance Laborer, Sewer Treatment Plant, Assistant	19.89	19.89	19.89	19.89	19.89
Operations Crew Chief Seattle Center	24.73	25.75	26.74	26.74	26.74
Operations Crew Chief, Senior-Seattle Center	25.24	26.25	27.34	28.36	28.36
Parks Custodial Crew Chief	24.98	25.94	27.03	27.03	27.03
Parks Equipment Operator	18.82	19.56	20.31	20.31	20.31
Parks Maintenance Crew Chief	24.98	25.94	27.03	27.03	27.03
Parks Maintenance Aide I	11.48	11.48	11.48	11.48	11.48
Parks Maintenance Aide II	11.96	11.96	11.96	11.96	11.96
Pool Maintenance Lead Worker	21.70	22.51	23.41	23.41	23.41
Pool Maintenance Worker	19.56	20.31	21.10	21.10	21.10
Pump Station Maintenance Worker	19.15	19.89	20.71	20.71	20.71
Pump Station Maintenance Worker - CI*	19.15	20.31	21.10	21.10	21.10
Pump Station Maintenance Lead Worker	21.51	22.34	23.22	23.22	23.22
Pump Station Maintenance Leadworker - CII*	21.96	22.81	23.68	23.68	23.68
Recycling Program Specialist	18.34	18.97	19.73	20.47	21.29
Rights-of-Way Maintenance Lead Worker	22.34	23.21	24.12	24.12	24.12
Rights-of-Way Maintenance Worker	21.90	22.74	22.74	22.74	22.74

Rights-of-Way Maintenance Worker, Senior	22.34	23.21	24.12	24.12	24.12
Special Crew Lead Worker	21.70	22.51	23.41	23.41	23.41
Store Clerk	15.03	15.60	16.18	16.86	17.47
Storekeeper	20.12	20.89	21.69	22.51	23.41
Traffic Marking Lead Worker	20.27	21.10	21.90	22.74	22.74
Traffic Sign and Marking Crew Chief I	25.51	26.45	27.58	27.58	27.58
Traffic Sign and Marking Crew Chief II	28.11	29.20	30.32	30.32	30.32
Tree Trimmer	19.82	20.62	21.43	21.43	21.43
Tree Trimmer, Lead	21.70	22.51	23.41	23.41	23.41
Utility Construction Lead Worker	21.51	22.34	23.22	23.96	23.96
Utility Construction Worker	20.67	21.43	22.06	22.06	22.06
Utility Laborer	18.64	18.64	18.64	18.64	18.64
Waste Water Collection Specialist	23.11	24.00	24.90	24.90	24.90
Waste Water Collection Specialist-CII*	23.59	24.52	25.39	25.39	25.39
Waste Water Treatment Plant Operator	23.41	24.30	25.20	25.20	25.20
Workload Planner & Scheduler, Assistant-Parks	23.54	24.52	25.49	25.49	25.49

*Employees classified in the job titles listed and who acquire and continue to maintain Level I certification (and have reached the second step) and/or Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification shall be compensated by an additional two percent (2%) of their hourly range (calculation based on two percent (2%) of the top step of the specific job classification). The affected job titles are: Drainage & Wastewater Collection Worker-CI, Drainage and Wastewater Lead Worker-CII, Pump Station Maintenance Worker-CI and Pump Station Maintenance Lead Worker-CII and Waste Water Collection Specialist-CII. At such time as either the State of Washington or the City of Seattle shall require the certifications as a condition of employment for any of the classifications cited, before implementing any such changes to the voluntary certification plan, the City shall notify the Union of the changes and reason therefore, and upon request, such changes and reason therefore shall be discussed with the Union.

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**Note: Laborer-Apprentice title is in effect pursuant to the Washington State Apprenticeship Act (RCW 49.04) and the Fair Labor Standards Act (29 CFR 29). Laborer Apprentice pay steps herein are as provided for in accordance with WAC 296-05-316 (27). Effective upon signature of this Agreement, said pay steps shall be based on the entry-level wage rate for the specific journey-level classification the apprenticeship has been designated/approved to train.

***These premium pay titles are applicable for technical duties for cement finishing at the Parks and Recreation Department. The duties of these premium pay titles are contained in the specifications of Cement Finisher and Cement Finisher, Senior, but are uniquely performed a the Parks and Recreation Department, and are not performed at any other City Department.

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

J.1.2.1 Temporary employees shall be exempt from all provisions of this Appendix except Sections J.2.1, J.2.1.1, J.2.2, J.2.4, J.2.4.1, J.2.9, J.3, J.3.1, J.4.2, J.4.6, J.4.7, J.4.8, J.5.1, J.5.2, J.5.3, J.6.2, J.7, J.7.1, J.8, J.8.1, J.8.1.1, J.8.2, and J.8.5.

J.2 General Working Rules - Crew Chiefs may perform the work normally performed by the crews they supervise if they are unable to secure regular or temporary employee at the work site to perform the work. Crew Chiefs will not replace an employee or a working lead person by working regular or overtime hours except when the occurrence is unscheduled. In no case shall a regular or temporary employee be sent home or otherwise replaced by a Crew Chief dispatching him/herself to perform the work.

J.2.1 No employee shall be required to operate unsafe equipment or an unsafe vehicle. Upon determination or suspicion that a vehicle or equipment is unsafe, it must be reported to the supervisor immediately. Final determination of safety shall be made in accordance with Section 14.6.3.

J.2.1.1 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

J.2.2 No individual shall be locked in a building without means of egress.

J.2.3 Rubber boots, rain gear, rubber gloves and, if necessary, coveralls shall be supplied on an as-needed basis to employees covered by this Appendix including temporary employees whose job duties require work in or around sewers, mudholes, mudslides or any areas which require the use by the employee of excessive amounts of water. Parks Department employees who clean outside rest rooms, fountains, pavement, masonry, or other surfaces with pressure washing equipment shall be provided with rain gear, rubber gloves and rubber boots. Transportation Sign Shop employees who steam clean signs

shall be provided rubber gloves and rain gear. Such protective clothing or portions thereof shall not apply to individuals or jobs merely because of inclement weather. Such protective clothing shall be charged to the employee, who is to guarantee its return. In case of intentional destruction or negligent loss of said items, the cost thereof shall be charged to the employee.

J.2.4 Employees when actually engaged in the preparation, spraying or application of remover, acid, pesticide, or herbicide shall be furnished protective clothing, including boots and when necessary, respirators when the lack of said clothing would prove detrimental to the individual's health and safety.

J.2.4.1 Employees covered by this Appendix, when actively engaged in the dismantling, clean-up, removal, and/or disposal of material from so-called transient encampments, illegal dumpings, hazardous material spills, demolition, or any other debris which could present a risk of chemical or biohazard exposure to the employee, shall be furnished with appropriate protective clothing, including boots, overalls, or tyvek and when necessary, respirators, when the lack of said clothing would prove detrimental to the employee's health and safety.

J.2.5 Protective and specialized clothing shall continue to be provided per existing (September, 1980) Departmental practice for the duration of this Agreement.

J.2.6 Cement Finishers when assigned to be in charge of two (2) or more Cement Finishers shall receive Senior Cement Finisher's pay. Cement Finishers who are required to install or cut cobble stone, decorative brick or tile shall receive twenty-five cents (25¢) per hour in addition to their regular hourly rate of pay while so assigned. Senior Cement Finishers shall only receive their Senior rate of pay and shall not receive an addition twenty-five cents (25¢) per hour while so assigned.

J.2.7 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

J.2.7.1 Any disagreement over the application of this provision shall be negotiated on a case-by-case basis.

J.2.7.2 When deemed necessary by the City, the City may assign an employee to work outside of his/her classification. The immediate circumstance of the situation

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shall be considered by the City in deciding which employee(s) shall be assigned to perform the work out of class in question. Work out of class shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an effected work unit who have the work experience to immediately work out of class. All regular full-time or regular part-time employees in an affected work crew shall be asked to work out of classification prior to any temporary employee. When an unforeseen situation arises which necessitates work out of class, the City may assign the first individual(s) it contacts for such work out of class.

J.2.7.3 Any out-of-class opportunities that are scheduled for more than thirty (30) days shall be opened to the division where they occur and any out-of-class that is scheduled for more than ninety (90) days shall be opened to the entire department. (At Seattle Center, department means Technical Facilities Management Division.)

J.2.8 Effective January 6, 1999, the in lieu of meal reimbursement will increase to ten dollars ($10) and be administered in accordance with Sections 5.4 through 5.4.3.

J.2.9 Effective upon signature of the Agreement, the footwear and gear reimbursement will be ninety dollars ($90) per contract year and be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

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

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

J.3.2 The following equipment is currently classified by the City as CMEO assigned equipment and shall be paid at the CMEO pay rates:

*Backhoe with bucket 1/16 yard or larger	Flail/Slope Mowers
*Box Scraper attachment	*Rear or Center-mount blade
*Front Loader – ¼ yard or larger	Ford 6610 Tractor
Bulldozers – all	Asphalt Roto-Grinder (Sr. CMEO)
Motor Patrol (Graders) – all	*Boom Trucks (Sr. CMEO)
Mobile Street Sweepers	Paving Machines (Sr. CMEO)

Rollers/Compactors	Revolving Truck-mounted Cranes (Sr. CMEO)
Track Backhoe (Sr. CMEO)	Tiger 75 – Horsepower Tractor-Mower (or an equivalent replacement)

City acknowledges historical past practice utilizing some of the equipment and/or attachments named above and will not claim this jurisdiction by requesting CMEO wage rates. CMEO-wage rates shall be paid for operation of the attachments, or equipment types.

J.3.3 Regular part-time Laborer-series positions will be considered for regular full-time vacancies within the same classification which become available within their department prior to opening the vacancy to other City employees and then temporary employees. The vacant positions will be filled based on special skills, training, and/or experience. All regular employees shall have the right to apply for any vacant position that is equal to or a promotion from their current position.

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

J.4.1 Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous day's regular shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during said twelve (12) hour period. In applying this provision an employee who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits only; provided however, such benefits (sick leave and retirement) shall not be computed for any hours worked in excess of forty (40) per workweek.

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

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

J.4.4 The ice-making activity shall be under the jurisdiction of the Union. In the event additional help is required in making or preparing ice beyond that of the Ice Rink Specialists assigned to the task, an individual affiliated with the Union shall be assigned to the job. One (1) position designated and paid as an Ice Rink Specialist for six and one-half (6½) months starting September 15 of each year and ending March 31 of the next year.

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

J.4.6 An employee shall be paid at the Maintenance Laborer rate of pay on a work-outside-of-classification basis per Section 5.9 and J.2.7.2 for operating the bucket truck, utility boom truck, garbage packer truck and sweeper truck.

J.4.6.1 When the Seattle Center purchases, rents or leases new equipment or a different replacement for equipment mentioned in Section J.4.6 above, they will meet with the Union and discuss the rate of pay for said equipment.

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

J.4.8 At the Seattle Center, the City shall provide uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

J.4.9 The compensatory time limit for employees covered by this Section will increase from sixteen (16) hours to forty (40) hours per year. Accrual of such time will be through mutual agreement of the employee and supervisor or manager. Lacking such concurrence, the overtime will be paid at the appropriate rate. After an employee has reached the maximum amount of forty (40) hours' compensatory time, any overtime worked (except Holidays) will be paid at the appropriate rate of pay. Further compensatory accrual time will not be an option.

J.4.10 There shall be a minimum call for meetings for training or for all staff meetings of two (2) hours at straight-time rate of pay for temporary employees. This call

shall be voluntary for temporary employees. If training or staff meetings last longer than two (2) hours, all hours shall be paid at the straight-time rate of pay.

When the above language pertains to regular employees, Article 5, Section 5.2, 5.2.1, 5.2.2, and 5.2.3 shall be in effect (if circumstances are applicable.)

J.4.11 All scheduled overtime work shall be offered to qualified regular employees who have placed their name on an overtime list in the classification before any temporary employees are offered scheduled overtime work.

J.4.12 Temporary laborers working at Seattle Center must work a minimum of two (2) shifts per month between the months of October to May inclusive.

Temporary laborers may request in writing that the Division Director allow them to be inactive and unavailable for employment for one (1) period of up to ninety (90) consecutive days annually. The request will be considered and approved or denied based on Seattle Center's anticipated workload.

J.5 Seattle Public Utilities Department Rules - Administrative directions shall be issued by the Seattle Public Utilities Department providing for protective clothing for such employees involved in cleaning deep sand boxes and catch basins when the conditions of employment reasonably require such protective clothing.

J.5.1 The time-limit for work out of class shall be extended to a period of eight (8) hours or longer when an individual who is employed at the Cedar River Water Shed works in a training capacity at the higher classification of Operator, Construction and Maintenance Equipment.

J.5.2 Effective upon signature date of this Agreement, Drainage and Wastewater Collection Lead Worker and Drainage and Wastewater Collection Worker personnel who are required to work in live sewers four (4) feet deep or more, to repair sewer breaks or perform side sewer connections, shall receive fifty cents (50¢) per hour in addition to their regular hourly rate of pay while so engaged.

J.5.3 Employees working in "live sewers" shall be supplied a "dry shack" for the purpose of washing up and eating their meals. An adequate number of coveralls shall be furnished to each such employee per week.

J.6 City Light Department Rules - City Light employees covered by this Appendix who are required by City Light to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees when so assigned shall receive additional compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid

to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

J.6.1 Laborers who are employed at City Light and who are called out on an emergency along with the City Light underground crew shall receive the same mileage reimbursement as the underground crew when using their own automobiles.

J.6.2 Laborers for all hours worked when assigned to the Right-of-Way crew at the Skagit project will be paid at the Utility Laborer rate of pay.

J.6.3 Effective January 6, 1999, there will be four (4) pairs of leather-palmed, canvas-backed work gloves to each employee in Civil Construction (unit) on a quartermaster type of basis (one every three, months to be issued by management to employees active on payroll at the time and not issued through the Tool Room.) This provision shall be extended to include all employees covered by this Appendix who are active on payroll in the Right-of Way Maintenance and Vegetation Management Crews. Temporary employees shall be allowed one pair of gloves per each three-month period of active employment.

J.7 The Seattle Transportation Department Rules - The Department shall provide coveralls on an as-needed basis for employees covered by this Appendix whose major duties involve working with asphalt emulsions. This provision shall apply to the Crack Pouring Crew, Casting Crew and Patching Crew.

J.7.1 When truck beds are raised for the purpose of sanding the streets and employees are required to ride in the back of the truck, there shall always be two (2) employees in the back of the truck.

J.8 Parks & Recreation Department Rules - Employees covered by this Appendix employed by the Parks and Recreation Department at the Jackson, Jefferson and/or West Seattle Golf Courses shall forego the first four (4) hour rest break of their eight (8) hour workday (consisting of fifteen [15] minutes) and combine it with the second four (4) hour rest break of their eight (8) hour workday (also consisting of fifteen [15] minutes) to make a total of one thirty (30) minute rest break for the entire eight (8) hour workday, to be taken during the second half of the eight (8) hour workday.

J.8.1 Employees covered by this Appendix employed by the Parks and Recreation Department at Community Pools as Pool Maintenance Lead Workers and Pool Maintenance Workers shall forego the second fifteen (15) minute break of the day and combine it with their lunch break of thirty (30) minutes for a total lunch break of forty-five (45) minutes.

J.8.1.1 Southeast Park Resources Rest Breaks - Employees of this work unit who are covered by this Appendix shall forego the second four (4) hour rest break consisting of fifteen (15) minutes (afternoon break) and combine it with the first four (4) hour rest break (also consisting of fifteen [15] minutes) morning break, to make a total of one, thirty (30) minute rest break for the entire workday, to be taken during the first half of the workday. Lunch periods shall not be affected by this provision. The Department or Union if it wishes to discontinue this practice shall give thirty (30) days' advance written notice to the other party, and if the other party requests, the parties shall meet to discuss the reasons prior to the discontinuation.

J.8.2 A Laborer; Utility Laborer; or Maintenance Laborer when assigned to operate and use for loading and hauling a Parks Department tractor equivalent to a Kubota rotary with bucket (Equipment #8142) or a golf course tractor with a front-end loader attached and a bucket capacity of one-fourth (¼) yard or larger shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 at a rate equivalent to the classification of Parks Equipment Operator. (This Section does not apply to the golf courses.) The Union and the Parks and Recreation Department will meet and discuss updating the equipment used for upgrades to classification of Parks Equipment Operator within ninety (90) days of signing of the Agreement and semi-annually at the Union's request.

J.8.3 Coveralls shall be furnished to employees assigned to work as Construction and Maintenance Equipment Operators in the Parks & Recreation Department.

J.8.4 Effective January 06, 1999, regular riding mower operators (Maintenance Laborers) and regular Senior Golf Course Technicians, Special Support Services Crew, and Installation Maintenance Worker in order to protect themselves while performing minor maintenance work, shall be given one pair of coveralls for the duration of the agreement. Replacement of coveralls or laundry service beyond the one pair may be made upon mutual agreement.

J.8.5 Employees at Freeway Park who work at hazardous heights will be given appropriate safety training related to climbing prior to engaging in such work.

J.8.6 In the event that the City maintained Golf Courses (Jackson, Jefferson, West Seattle), should become fully private operations, or should a decision be reached to contract out Golf Course work currently performed by employees covered by this Appendix, the City and the Union shall meet as soon as reasonably possible thereafter, to evaluate employment potential within the City and establish procedures for relocating affected employees.

J.9 When a Heating Plant Technician works on the interior of boilers (fire siding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times his/her regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the

~~form of pay or compensatory time; for example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining (4) hours of his/her shift at either the straight-time rate of pay at non-fire siding duties, or the double time rate for continued "fire siding" work and thus receive the equivalent of either twelve (12) hours or sixteen (16) hours straight-time pay, respectively, depending upon the circumstances for that eight (8) hour work period.~~

APPENDIX K

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

This APPENDIX is supplemental to that Agreement by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Bridge Maintenance, Mechanical Helper	18.56	19.22
Fabricator, Metal	25.65	26.29
Crew Chief, Metal Fabricator	26.81	27.93
Crew Chief, Bridge Maintenance Mechanic	27.45	28.61
Mechanic, Bridge Maintenance	26.26	26.95
Mechanic, Senior Bridge Maintenance	26.81	27.93
Riser Maintenance Specialist	24.29	25.23

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

	HOURLY RATES OF PAY	
CLASSIFICATION	STEP A 00-06m	STEP B 07 m +
Bridge Maintenance, Mechanical Helper	18.99	19.66
Fabricator, Metal	26.24	26.89
Crew Chief, Metal Fabricator	27.43	28.57
Crew Chief, Bridge Maintenance Mechanic	28.08	29.27
Mechanic, Bridge Maintenance	26.86	27.57
Mechanic, Senior Bridge Maintenance	27.43	28.57
Riser Maintenance Specialist	24.85	25.81

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

K.2 Shift Premium -

An employee working within a classification identified within Section N.1 who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$0.45 per hour	$0.55 per hour

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

K.2.2 ~~The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.~~

K.3 ~~Employees classified as Bridge Maintenance Mechanical Helper; Mechanic, Bridge Maintenance; Mechanic, Crew Chief Bridge Maintenance while assigned to do repair work from swinging staging will receive an additional fifty cents (50¢) per hour for each straight-time or contractual overtime hour worked.~~

K.4 ~~The City shall reimburse Boilermakers for the loss of required hand tools due to fire, any other natural disaster, or theft from the City's premises, less twenty-five dollars ($25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.~~

K.5 ~~When the City needs additional temporary employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union. When the City hires employees from its own recruiting sources, the City shall notify the Union, via mail or fax, as to the name, address, social security number, date of hire, classification, department employed within, and rate of pay of such employee. The notification shall be mailed within ten (10) business days from the time such person was hired. (Above notification applicable only for service fee/dues obligation.)~~

K.6 ~~An apprenticeship program may be established by mutual consent of the parties with apprenticeship wages beginning at eighty percent (80%) of entry rate of pay of the journey-level title.~~

K.7 ~~The City will supply one pair of coveralls per contract period (life of agreement) to each employee covered by this appendix, however, will not maintain, clean, repair or replace said coveralls.~~

K.8 ~~Crew Chiefs may perform the work normally performed by the crews they supervise if they are unable to secure regular or temporary employees at the work site to perform the work. Crew Chiefs will not replace an employee or a working lead person by working regular or overtime hours except when the occurrence is unscheduled. In no case shall a regular or temporary employee be sent home or otherwise be replaced by a Crew Chief dispatching him/herself to perform the work.~~

K.9 ~~The City shall provide appropriate training on equipment before an employee can operate the piece of equipment.~~

LH COUNCIL CLERK

~~K.10 The City shall pay the cost of renewal, of an employee's yearly WABO Welding Certification, if an employee performs any work for the City that requires a WABO Certification.~~

APPENDIX L

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

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, Security Officers, hereinafter referred to as the Union, for that period from January 1, 2005through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

CLASSIFICATION	HOURLY RATES OF PAY				
	STEP A 00-06m	STEP B 07-18 m	STEP C 19-30m	STEP D 31-42m	STEP E 43m +
Security Officer	15.66	16.35	16.92	16.92	16.92
Security Officer, Senior	17.25	17.93	18.54	18.54	18.54
Supervising Security Officer	19.67	20.42	21.20	22.00	22.90

Attachment 1

LH COUNCIL CLERK

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

CLASSIFICATION	HOURLY RATES OF PAY				
	STEP A 00-06m	STEP B 07-18 m	STEP C 19-30m	STEP D 31-42m	STEP E 43m +
Security Officer	16.02	16.73	17.31	17.31	17.31
Security Officer, Senior	17.65	18.34	18.97	18.97	18.97
Supervising Security Officer	20.12	20.89	21.69	22.51	23.43

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

L.2 In lieu of Section 5.1, the employee working in the position at Seattle Center designated Supervising Security Officer shall, subject to the guidance and approval of Seattle Center management, make such adjustments in his/her normal daily work hours as may be required to fulfill his/her job responsibilities; provided, however, that said necessary adjustments shall be made insofar as Seattle Center management deems feasible within the normal forty (40) hours allowed per payroll workweek without overtime compensation. For example, in order to fulfill his/her supervisory responsibilities, the Supervising Security Officer may need to schedule himself/herself or be scheduled by Seattle Center management on a given workday to begin work before his/her regularly scheduled starting time, to extend his/her regularly scheduled shift, or to participate in a staff meeting held outside his/her regularly scheduled shift hours. The extra hours worked would be adjusted, subject to Seattle Center management approval, by scheduling equivalent hours off within the same workweek.

L.3 Turnaround time shall be recognized as the twelve (12) hour period immediately following the termination of the employee's previous day's regular shift. An employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during this twelve (12) hour period. In applying this provision, a regular employee or temporary who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits.

L.3.1 Required training shall be scheduled in a manner that least impacts an employee's schedule. In the event a regular employee is required to attend training outside his/her normal shift, he/she shall be paid at the appropriate overtime rate applicable under Article 5, Sections 5.2 through 5.3.1

L.3.1.1 Effective January 1, 1999, all necessary "refresher" or re-certification training shall be arranged and scheduled by the City on a timely basis, so as to avoid lapses in required certifications. This type of training shall include First-Aid/CPR, as well as other safety and procedure-related certifications that the Department or the City may require.

L.4 In lieu of Section 6.1.1, whenever any paid holiday falls on an employee's regularly scheduled day/days off, either the day before or the day after the employee's scheduled day/days off may be recognized as the paid holiday, or a day within the pay period may be recognized as the paid holiday, or, the department may elect to pay the employee for the holiday(s) at the regular straight-time rate of pay. Payment shall be made only once per affected employee for any one holiday.

L.5 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

L.6 Effective January 1, 1999, Security Officers at the Seattle Center are no longer required to obtain a Special Police Commission as a condition of employment. However, Security Officers must obtain the Seattle Special Police Commission in order to qualify as a Designated Shift Lead at the Seattle Center. All Senior Security Officers must have a Seattle Special Police Commission.

L.7 Uniforms - The following Sections shall apply to both temporary and regular employees covered by this Appendix: O.7, O.7.1, O.7.1.1, O.7.2, O.7.2.1, O.7.3, O.7.4, O.7.5, and O.7.6. Employees covered by this Appendix at the Seattle Center shall purchase and maintain their uniforms in a manner that meets the standards established by their Department

L.7.1 Effective upon signature of the Agreement, all employees covered by this Appendix employed at the Seattle Center shall have their footwear reimbursement of fifty dollars ($50) per year combined with the uniform allowance, as described in Section O.7.2 below.

L.7.2 Effective upon signature of the Agreement, the Seattle Center shall annually reimburse employees covered by this Agreement up to two hundred seventy-five dollars ($275) maximum towards the purchase of uniform items, including footwear. However, newly hired employees shall receive an initial reimbursement of up to three hundred twenty-five dollars ($325) maximum upon completion of their first six months of employment. Temporary

employees shall be reimbursed upon completion of their first 1,040 hours, and upon completion of each 2080 hours thereafter.

L.7.2.1 The City shall notify affected employees and the Union at least ninety (90) days prior to changing the current uniform, indicating the nature of and reasons for such changes. In the event of a major uniform change during the term of this Agreement, the Seattle Center shall provide an additional two hundred seventy-five dollars ($275) maximum reimbursement, on a one-time basis, to cover the employee's cost to transition to the new uniform.

L.7.3 Should the Seattle Center elect to include certain items as part of the uniform, for example: hat, coat, badges, patches, keepers, duty belt, whistle chain, name tag, radio holder, bicycle gear, key keeper, flashlight holder, mini-flashlight, mace/OC, mace/OC holder, mini-mag holder, and collar brass, etc., the items included shall be provided by the Center.

L.7.4 Upon leaving Seattle Center employment as a Security Officer, Senior Security Officer, or Supervisory Security Officer, the employee will return the articles of the uniform provided by the Seattle Center, and any articles of the uniform the employee purchased and was reimbursed for in the six months prior to departure.

L.7.5 Except for the footwear/gear allowance as stated in Article 14.11 of the Joint Crafts Council Agreement and O.7.1 and O.7.1.1, all reimbursements above are maximum amounts and noncumulative. The maximum amount, if not spent, cannot be carried over to a later time frame. Requests for reimbursement shall be accompanied by a receipt showing the amount and place of purchase.

L.7.6 All reimbursements above are based on purchased and replaced uniform items being approved by the Seattle Center Department and the employee providing proof of purchase for items to the department. Items may be purchased from any source as long as items are subject to the approval of the department.

L.8 Seattle Center will provide appropriate educational and training opportunities for the security staff on a continuing basis. Training subjects will include, but not be limited to, self-defense, first-aid and conflict resolution. The City and the Union shall meet to discuss training issues for employees covered by this Appendix on a Departmental basis, including whether efficiencies can be achieved by combining certain desired or mandatory training; e.g., first-aid, CPR, between the affected Departments.

L.9 When transporting more than five hundred dollars ($500) including all money received by the Parking Facility off of the Seattle Center grounds, a Security Officer in charge will be accompanied by another Security Officer. The Seattle Center may look into alternative methods of accomplishing the transport of receipts, and shall notify the Union if an alternative is elected.

L.10 Employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

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

Swing shift shall normally begin at 4:00 p.m., and graveyard shift shall normally begin at 12:00 a.m. (midnight).

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

L.11.1 Senior Security Officers at the Seattle Center who are the designated shift leaders, shall report for duty thirty (30) minutes prior to the beginning of the shift they are to lead. However, they shall be paid at the same premium rate as the shift they lead for the entire eight (8) hours of their shift, including the first half hour.

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

L.13 Upon qualifying for a Seattle Special Police Commission, employees covered by this Appendix shall be paid a premium of an additional two percent (2%) of the top step of their base hourly pay range.

L.14 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating the new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix. Such terms specifically apply to the future utilization of the Mercer Arts Arena.

Attachment 1

LH COUNCIL CLERK

APPENDIX ~~MA~~

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the ~~Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Pacific~~ Northwest Regional Council of Carpenters, hereinafter referred to as the Union, for that period from January 1, ~~2005~~ 2008 through December 31, ~~2007~~2010. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

MA.1 Effective January 9~~December 29~~26, ~~2004~~20082007, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Carpentry & Maintenance, Lead	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85
Building Inspector (Entry)	~~23.30~~25.59	~~24.22~~26.59	~~25.16~~27.63	~~26.18~~28.74	~~27.21~~29.88
Building Inspector (Journey)	~~27.21~~29.88	~~28.22~~30.98	~~29.32~~32.19	~~30.46~~33.44	~~31.67~~34.77
Building Inspector, Senior, Expert	~~28.22~~30.98	~~29.32~~32.19	~~30.46~~33.44	~~31.67~~34.77	~~32.90~~36.12
Building Inspector, Structural	~~29.32~~32.19	~~30.46~~33.44	~~31.67~~34.77	~~32.90~~36.12	~~34.13~~37.47
Carpenter	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85	~~24.46~~26.85

Carpenter, Apprentice*		
	1st period	67% of Carpenter rate of pay from 00-06 months
	2nd period	71% of Carpenter rate of pay from 07-12 months
	3rd period	75% of Carpenter rate of pay from 13-18 months
	4th period	79% of Carpenter rate of pay from 19-24 months
	5th period	83% of Carpenter rate of pay from 25-30 months
	6th period	87% of Carpenter rate of pay from 31-36 months
	7th period	91% of Carpenter rate of pay from 37-42 months
	8th period	95% of Carpenter rate of pay from 43-48 months

Carpenter, Senior	~~24.46~~26.85	~~25.49~~27.99	~~25.49~~27.99	~~25.49~~27.99	~~25.49~~27.99
Carpenter, Crew Chief	~~25.92~~28.46	~~26.99~~29.63	~~28.06~~30.82	~~28.06~~30.82	~~28.06~~30.82

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

MA.1.1 Effective ~~December 28~~January 7, ~~2005~~2009, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

CLASSIFICATION	HOURLY RATES OF PAY STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Carpentry & Maintenance, Lead	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06
Building Inspector (Entry)	~~23.84~~26.74	~~24.78~~27.79	~~25.74~~28.87	~~26.78~~30.03	~~27.84~~31.22
Building Inspector (Journey)	~~27.84~~31.22	~~28.87~~32.37	~~29.99~~33.64	~~31.16~~34.94	~~32.40~~36.33
Building Inspector, Senior, Expert	~~28.87~~32.37	~~29.99~~33.64	~~31.16~~34.94	~~32.40~~36.33	~~33.66~~37.75
Building Inspector, Structural	~~29.99~~33.64	~~31.16~~34.94	~~32.40~~36.33	~~33.66~~37.75	~~34.91~~39.16
Carpenter	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06	~~25.02~~28.06
Carpenter, Senior	~~25.02~~28.06	~~26.08~~29.25	~~26.08~~29.25	~~26.08~~29.25	~~26.08~~29.25
Carpenter, Crew Chief	~~26.52~~29.74	~~27.61~~30.96	~~28.71~~32.21	~~28.71~~32.21	~~28.71~~32.21

Carpenter, Apprentice*

1st period	67% of Carpenter rate of pay from 00-06 months
2nd period	71% of Carpenter rate of pay from 07-12 months
3rd period	75% of Carpenter rate of pay from 13-18 months
4th period	79% of Carpenter rate of pay from 19-24 months
5th period	83% of Carpenter rate of pay from 25-30 months
6th period	87% of Carpenter rate of pay from 31-36 months
7th period	91% of Carpenter rate of pay from 37-42 months
8th period	95% of Carpenter rate of pay from 43-48 months

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

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

~~MA.2 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.~~

~~MA.3 Notwithstanding Section 3.1, it shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each~~

Attachment 1

LH COUNCIL CLERK

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 the 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 either join the appropriate Union or pay an amount equivalent to regular monthly dues. Failure by any such employee to apply for an/or maintain such membership or pay an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by the employee's payment of the regular dues or fees uniformly required by the Union of its members.

MA.3.1 Notwithstanding Section 3.1.1, a temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee 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.

MA.3.2 Notwithstanding Section 3.3, the City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

MA.4 As part of the Skagit Conditions in Article 14, Section 14.2, the Crew Chief shall be a working member of the crew. As such, he/she shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.

MA.5 Notwithstanding Section 14.5, Shop Steward shall function as the Union's representative on the job, but not solely to inform the Union of any alleged violations of the Agreement and process grievances relating thereto.

MA.6 Upon advance notice, the City may approve a bargaining unit member's request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

MA.7 The footwear reimbursement in Section 14.11 for this bargaining unit shall be increased thirty-four dollars ($34) per year.

MA.8 Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

MA.9 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents ($0.65) per hour for each straight-time or overtime hour worked.

The referenced premium shall apply only to time worked as opposed to time-off with pay and therefore, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

MA.10 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

Attachment 1

APPENDIX N

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Operating Engineers, Local 286, hereinafter referred to as the Union, for that period from January 1, 2005 through December 31, 2007. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

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

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Aquarium Systems Operator	23.80	24.73	25.72	25.72	25.72
Building Operating Engineer	23.31	24.19	25.16	25.16	25.16
Building Operating Engineer - Grade II/Seattle Center	23.80	24.73	25.72	25.72	25.72
Building Operating Engineer, Senior	25.40	26.40	26.40	26.40	26.40
Building Operating Engineer, Trainee	18.22	18.89	19.67	20.42	21.20
HVAC Technician	24.77	25.78	26.79	26.79	26.79

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

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Aquarium Systems Operator	24.35	25.30	26.31	26.31	26.31

~~Building Operating Engineer 23.85 24.75 25.74 25.74 25.74~~

~~Building Operating Engineer - Grade II/Seattle Center 24.35 25.30 26.31 26.31 26.31~~

~~Building Operating Engineer, Senior 25.98 27.01 27.01 27.01 27.01~~

~~Building Operating Engineer, Trainee 18.64 19.32 20.12 20.89 21.69~~

~~HVAC Technician 25.34 26.37 27.41 27.41 27.41~~

~~N.2 One Utility Engineer position in each respective department that has Building Operating Engineer(s) may be optionally used to perform sub-journey level duties at a wage rate negotiated with the Union below the journey-level Building Operating Engineer wage rate. The class spec defining the body of work will be developed by the City and discussed with the Union before the hiring of Utility Engineer(s).~~

~~N.3 In accordance with the Union's concurrence on March 12, 1987, with the conditions under which the City recognized the Union as exclusive collective bargaining representative for the classification title of Building Operating Engineer Trainee, assignment of the appropriate Hourly Rates of Pay (Pay Steps) for employees classified as Building Operating Engineer Trainee shall be dependent upon the Trainee having made sufficient progress in the training. The determination for advancement of the Trainee to each successive step of the five-step pay range shall be made by management in the Division of Administrative Services, Executive Services Department.~~

~~N.4 The Crew Chief whose position is not represented or part of the bargaining unit may do bargaining unit work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. The Crew Chief will be responsible for assigning any crew work that he/she might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled. The Crew Chief will perform such bargaining unit work no more than twenty-five percent (25%) of the time per month.~~

~~N.5 Instead of the Union pursuing any wage equity adjustments before the Wage Equity Panel under the Coordinated (Coalition) settlement, the Union has agreed that beginning January 6, 1999, the City will reimburse bargaining unit employees (including temporary employees effective upon signature date of the 2002-2004 agreement if they have worked as long-term temporary employees at least 1,044 consecutive hours) annually for licenses renewals required by the City, in accordance with state or local statutes. Such licenses may include: City of Seattle Boiler License, City of Seattle Refrigeration Operator's License, City of Seattle Refrigeration Mechanics License, City of~~

~~Seattle Backflow Prevention License, CFC Certification (one-time cost), other relevant licenses (i.e., Emergency Power Supply Certificate, De-smoking Certification).~~

~~N.6 The footwear reimbursement in Section 14.11 for this bargaining unit shall be increased thirty-four dollars ($34) per year.~~

~~N.7 When an employee works on the interior of boilers (firesiding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times his/her regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the form of pay or compensatory time. For example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours' straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining four (4) hours of his/her shift at either the straight-time (1x) rate of pay at non-firesiding duties, or the double time (2x) rate for continued "firesiding" work, and thus receive the equivalent of either twelve (12) hours' or sixteen (16) hours' straight-time pay, respectively, depending upon the circumstances, for that eight (8) hour work period.~~

~~N.8 When HVAC Technicians are employed at the Seattle Center they shall, among other licenses required, be required to obtain and/or maintain a grade II Boiler License (such as BOE Grade II employees maintained).~~

AGREEMENT

by

and

between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

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Effective January 1, 2008 through December 31, 2010

AGREEMENT

By and between

THE CITY OF SEATTLE

And

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

January 1, 2008 through December 31, 2010

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A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Pacific Northwest Regional Council of Carpenters as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all regular full time, regular part time, temporary full time, temporary part time and probationary employees.

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

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

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

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

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

1.1.6 The terms *temporary employee* and *temporary worker* shall be defined to include both temporary and less than half time employees and means a person who is employed in:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work

that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
5. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

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

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

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

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

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.10.1, 1.2.11; 1.2.12, 1.2.13, 1.2.14; 1.2.15; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour +	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

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

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

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at

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

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

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

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal

day off, he or she shall be eligible for another day off, with pay during the same workweek.

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

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

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

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

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

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

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

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

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

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

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

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

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

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

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter,

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

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

ARTICLE 2 – NON DISCRIMINATION

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

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

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 It shall be a condition of employment that each employee covered by this Agreement shall become and remain a member in good standing of the United Brotherhood of Carpenters and Joiners of America on or before the thirtieth (30th) day of employment. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular re-initiation fee and the regular dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

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

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

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head shall give notice in writing to the employee, with a copy to

the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

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

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

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

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

4.1.1 Effective January 9, 2008, the base wage rates, as displayed in the Appendix of this Agreement will be increased 3.8%.

4.1.2 Effective January 7, 2009, the base wage rates, as displayed in the Appendix of this Agreement will be increased 4.5%.

4.1.3 Effective January 6, 2010, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2007 through June 2008 to the period August 2008 through June 2009.

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

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

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth in the Appendix.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the

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

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

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

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

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

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

4.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which

(1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher-paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

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

4.2.11 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 (1) paycheck;

   1. by payroll deductions spread over two (2) pay periods; or

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

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

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

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

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

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

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

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

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

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

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

> Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

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

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee

actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of ten dollars ($10) in lieu of reimbursement for the meal.

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

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

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

- The time period during which the overtime is worked.

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

(3) The City shall not reimburse for the cost of alcoholic beverages.

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten dollars ($10) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the

effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

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

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

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

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

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

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

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

3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normally scheduled

workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday fails. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

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

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

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

5.9 Work Outside of Classification - Effective upon the signature date of this Agreement, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any 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 which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

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

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

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

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

5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this

determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

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

ARTICLE 6 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 18,720 regular hours)	

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

6.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 7.13)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

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

a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

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

6.3. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

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

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

7.9 An employee who separates from City service for any reason after more than six (6) months' service, shall be paid in a lump-sum for any unused vacation he/she has accrued.

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

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

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

7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. *Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.*

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

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

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

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

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

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

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

- Off work on a holiday.

- An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

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

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

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

8.1.8.4 Claims To Be In 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 absence interrupted by a return to work shall be claimed on separate application forms.

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

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or

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

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

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

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

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

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

8.4 Upon advance notice, the City may approve a bargaining unit member's request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

8.5 Employees who are eligible to retire during the term of this contract shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

a. Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older as of the final day of the contract term and provide this list to the union so that the union can administer the vote.

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

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

2. **If the eligible-to-retire members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire during the term of this contract shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

   a. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or

   b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

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

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Personnel Director or his/her designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

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

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein 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) calendar days after notification to the employee.

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

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

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

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

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

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

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

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

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

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

(3) Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. 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 11.3.4.

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 11.4.

(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 11.1.2.(4) is not practicable.

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

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

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

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

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

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

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

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

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

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

(1) Interim appointees

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

(3) Probationary employees*

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

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

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

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

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

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

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). An employee so reduced shall

be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

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

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

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

11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, 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 10, Section 10.4 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 10, Section 10.4 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 Joint Crafts Council 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

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

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

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

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

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

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

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

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

11.5.1 No service credit shall be given:

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

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

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

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

12.1 Effective January 1, 2008, the City shall provide medical, dental, and vision plans 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 2008, 2009, and 2010, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years 2009 and 2010, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.3 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.

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

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

12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance

Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar ($667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

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

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2001 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental,

and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

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

ARTICLE 14 - GENERAL CONDITIONS

14.1 Mileage Allowance – An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate effective January 1, 2008 is fifty and a half cents (50.5¢) for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

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

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

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

As part of the Skagit Conditions above, the Crew Chief shall be a working member of the crew. As such, he/she shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.

14.2.1 City Light employees normally assigned to Ross Powerhouse shall continue to travel on their own time. However, when employees normally assigned to Gorge Powerhouse or to Diablo Powerhouse are required to report to Ross Powerhouse, they shall travel in Department vehicles or vessels on Department time.

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

(1) Acceptable board and lodging shall be furnished by the Department.

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

(3) The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.

(4) An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

(5) At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.

(6) In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

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

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

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

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

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

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

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

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

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

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

(1) Grant the employee's request, or

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

14.8.1 In construing this Section, it is understood that:

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

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

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

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

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

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

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

Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

14.11 Footwear Reimbursement – Effective upon signature date of the Agreement, the City shall pay up to one hundred ten dollars ($110) per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one hundred ten dollars ($110) in one calendar year may carry over the remaining balance to the next year for use in addition to the one hundred ten dollars ($110) allocated for that year. This carryover shall extend for the three calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the one hundred ten dollar ($110) footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

14.12 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 first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

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

14.14 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars ($20) a month for parking during working hours only, or twenty-five dollars ($25) a month for parking during working hours and all other hours.

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

14.15 Metro Passes - Effective upon signature date of the Agreement, the City agrees to increase the transit pass subsidy to an amount equal to the current monthly rate of a "one-zone" peak Puget Pass. The transit subsidy shall be useable with the bus, ferry and light rail systems.

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

14.17 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The 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 physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and

approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.17.3 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.

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

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

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

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

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

14.22 Pay for Deployed Military - A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall

receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

14.23 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.24 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, 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 the Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

14.25 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 1, 2008, employees who participate in bargaining as part 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 for bargaining.

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

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

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

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

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

14.30 Shift Premium – An employee, with the exception of employees within Appendix C, who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift	Graveyard Shift
$0.65 per hour	$0.90 per hour

Employees within any appendix who receive a higher shift premium will continue at that level.

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

overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.30.2 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.31 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents ($0.65) per hour for each straight-time or overtime hour worked.

The referenced premium shall apply only to time worked as opposed to time-off with pay and therefore, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

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

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

15.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

16.1.1 In the event, however, that there is a work stoppage or any other interference with City functions 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 shall meet the following conditions:

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

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

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

(4) The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

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

(1) A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
(2) During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall

request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

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

17.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

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

17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

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

ARTICLE 19 - ENTIRE AGREEMENT

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

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

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)

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

20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

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

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

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

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to 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 thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

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

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

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

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

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

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

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

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

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

   B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director with forty-five (45) business days of the appeal

hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

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

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

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

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

(1) 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

(2) Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22– DISCIPLINARY ACTIONS

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

A. verbal warning;

B. written reprimand;

C. suspensions;

D. demotion; or

E. termination.

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

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

22.3 Effective upon signature of this Agreement, whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2010. 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, 2010. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

Signed this 29th day of April, 2009

PNWRCC

By _____
Ed Triezenberg
Business Representative

By _____
Jeff Skillman
Business Representative

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of
Ordinance No. 122551, 122958

By _____
GREGORY J. NICKELS
Mayor

By _____
Jennifer Tran
Labor Negotiator

APPENDIX A

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Northwest Regional Council of Carpenters, hereinafter referred to as the Union, for that period from January 1, 2008 through December 31, 2010. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

A.1 Effective January 9, 2008, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	HOURLY RATES OF PAY				
CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Carpentry & Maintenance, Lead	26.85	26.85	26.85	26.85	26.85
Building Inspector (Entry)	25.59	26.59	27.63	28.74	29.88
Building Inspector (Journey)	29.88	30.98	32.19	33.44	34.77
Building Inspector, Senior, Expert	30.98	32.19	33.44	34.77	36.12
Building Inspector, Structural	32.19	33.44	34.77	36.12	37.47
Carpenter	26.85	26.85	26.85	26.85	26.85
Carpenter, Apprentice*		1st period	67% of Carpenter rate of pay from 00-06 months		
		2nd period	71% of Carpenter rate of pay from 07-12 months		
		3rd period	75% of Carpenter rate of pay from 13-18 months		
		4th period	79% of Carpenter rate of pay from 19-24 months		
		5th period	83% of Carpenter rate of pay from 25-30 months		
		6th period	87% of Carpenter rate of pay from 31-36 months		
		7th period	91% of Carpenter rate of pay from 37-42 months		
		8th period	95% of Carpenter rate of pay from 43-48 months		
Carpenter, Senior	26.85	27.99	27.99	27.99	27.99
Carpenter, Crew Chief	28.46	29.63	30.82	30.82	30.82

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.1 Effective January 7, 2009, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

CLASSIFICATION	STEP A 00-06m	STEP B 07-18m	STEP C 19-30m	STEP D 31-42m	STEP E 43 m +
Bridge Carpentry & Maintenance, Lead	28.06	28.06	28.06	28.06	28.06
Building Inspector (Entry)	26.74	27.79	28.87	30.03	31.22
Building Inspector (Journey)	31.22	32.37	33.64	34.94	36.33
Building Inspector, Senior, Expert	32.37	33.64	34.94	36.33	37.75
Building Inspector, Structural	33.64	34.94	36.33	37.75	39.16
Carpenter	28.06	28.06	28.06	28.06	28.06
Carpenter, Apprentice*		1st period	67% of Carpenter rate of pay from 00-06 months		
		2nd period	71% of Carpenter rate of pay from 07-12 months		
		3rd period	75% of Carpenter rate of pay from 13-18 months		
		4th period	79% of Carpenter rate of pay from 19-24 months		
		5th period	83% of Carpenter rate of pay from 25-30 months		
		6th period	87% of Carpenter rate of pay from 31-36 months		
		7th period	91% of Carpenter rate of pay from 37-42 months		
		8th period	95% of Carpenter rate of pay from 43-48 months		
Carpenter, Senior	28.06	29.25	29.25	29.25	29.25
Carpenter, Crew Chief	29.74	30.96	32.21	32.21	32.21

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

Form revised February 6, 2008

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Amy Williams/32651

Legislation Title:
AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters; and providing payment therefor.

- **Summary of the Legislation:**

The attached Council Bill authorizes the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters (hereafter, "Carpenters").

The collective bargaining agreement covers the time period of January 1, 2008 through December 31, 2010 and is consistent with the financial terms of the tentative agreement between the City of Seattle and the Coalition of City Unions, which was signed on October 3, 2007 (Ordinance No. 122551). The Carpenters represent approximately 62 regular City employees.

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

The Carpenters' contract expired on December 31, 2007. This group has traditionally bargained as part of the Joint Crafts Council contract, but bargained independently during this round of negotiations (they remained part of the Coalition of City Unions). The Carpenters came to a tentative agreement in February of 2009.

- *Please check one of the following:*

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

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

The employees covered by this collective bargaining agreement are a part of the Coalition of City Unions. The financial terms agreed to in the collective bargaining agreement are reflected in the Coalition of City Unions' tentative agreement (Ordinance No. 122551). Cost items associated with the tentative agreement include wages and employment benefits for the Coalition as well as non-represented employees, who have historically received equal increases in compensation. Coalition members and non-represented employee wages, not including the

COUNCIL CLERK

bargained salary adjustments, will increase by 3.8 percent in 2008, 4.5 percent in 2009 and are projected to increase by 2.6 percent in 2010. The City will also incur costs for salary-related benefits such as pension, social security, and Medicare. Given these increases, the aggregate salary and salary-related benefits for Coalition members and non-represented employees would grow from $546.9 million in 2007 to approximately $614.3 million in 2010.

The 2008 costs of the tentative agreement were assumed in the development of the 2008 budget and the adopted 2009-2010 biennial budget.

- **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 implementation of this legislation, employees will continue to receive wages that were effective on December 27, 2006.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

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:

None

LH COUNCIL CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

237834 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122956-122958

was published on

04/27/09

The amount of the fee charged for the foregoing publication is the sum of $ 56.60, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 24, 2011

Subscribed and sworn to before me on

04/27/09

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 April 13, 2009, and published here by title only, will be mailed upon request, or can be accessed at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122956

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

ORDINANCE NO. 122957

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a memorandum of understanding to be effective through December 31, 2007, and to sign and/or execute a collective bargaining agreement to be effective through December 31, 2010, both between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77 Construction Maintenance Equipment Operator unit; and providing payment therefor.

ORDINANCE NO. 122958

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Pacific Northwest Regional Council of Carpenters; and providing payment therefor.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, April 27, 2009.

4/27(237834)