



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 118604

Record No.: CB 118604

Type: Ordinance (Ord)

Status: Passed

Version: 1

124976

In Control: City Clerk

File Created: 12/18/2015

Final Action: 01/14/2016

**Title:** AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions in the Coalition of City Unions, for the time period January 1, 2015 through December 31, 2018; and ratifying and confirming certain prior acts.

### Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

**Attachments:** Att 1 - Local 17 Agreement, Att 2 - Probation Counselors Agreement, Att 3 – Court Marshals' Agreement, Att 4 – Local 32 Agreement

**Drafter:** sarah.butler@seattle.gov

**Filing Requirements/Dept Action:**

### History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	12/22/2015	Mayor's leg transmitted to Council	City Clerk			
	<b>Action Text:</b> The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk <b>Notes:</b>						
1	City Clerk	12/28/2015	sent for review	Council President's Office			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office <b>Notes:</b>						
1	Council President's Office	12/30/2015	referred	Full Council			
	<b>Action Text:</b> The Council Bill (CB) was referred. to the Full Council <b>Notes:</b>						
1	Full Council	01/04/2016	referred	Full Council			
	<b>Action Text:</b> The Council Bill (CB) was referred. to the Full Council <b>Notes:</b>						

1 Full Council 01/11/2016 passed Pass

**Action Text:** The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Bill:

**Notes:** Motion was made and duly seconded to pass Council Bill 118604.

In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1 City Clerk 01/12/2016 submitted for Mayor  
Mayor's signature.

**Action Text:** The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

**Notes:**

1 Mayor 01/14/2016 Signed

**Action Text:** The Council Bill (CB) was Signed.

**Notes:**

1 Mayor 01/14/2016 returned City Clerk

**Action Text:** The Council Bill (CB) was returned. to the City Clerk

**Notes:**

1 City Clerk 01/14/2016 attested by City  
Clerk

**Action Text:** The Ordinance (Ord) was attested by City Clerk.

**Notes:**

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**CITY OF SEATTLE**  
**ORDINANCE** 124976  
**COUNCIL BILL** 118604

AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions in the Coalition of City Unions, for the time period January 1, 2015 through December 31, 2018; and ratifying and confirming certain prior acts.

WHEREAS, a memorandum of understanding between The City of Seattle and Coalition of City Union bargaining units expired on December 31, 2014; and

WHEREAS, employees represented by unions in the Coalition of City Unions continued to work after December 31, 2014 on condition that the subject of their wages, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to agreements between The City of Seattle and certain unions that are members of the Coalition of City Unions; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department appropriation authority to cover the compensation authorized in the attached collective bargaining agreements; NOW, THEREFORE,

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

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a collective bargaining agreement between the City and the Professional and Technical Employees Local 17, Professional, Technical, Senior Business, Senior Professional, and Administrative Support units, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between The City of Seattle and Professional and Technical Employees Local #17."

1           Section 2. As requested by the Seattle Human Resources Director and recommended by  
2 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining  
3 agreement between the City and the Professional and Technical Employees Local 17, Probation  
4 Counselor unit, substantially in the form attached to this ordinance as Attachment 2 and  
5 identified as "Agreement by and between The City of Seattle/Municipal Court and Professional  
6 and Technical Employees Local #17 Unit: Municipal Court Probation Counselors."

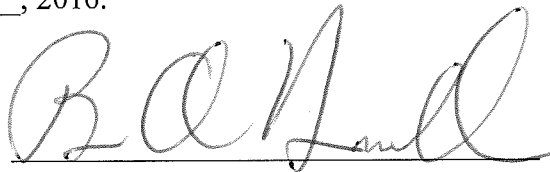
7           Section 3. As requested by the Seattle Human Resources Director and recommended by  
8 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining  
9 agreement between the City and Seattle Municipal Court Marshals' Guild, substantially in the  
10 form attached to this ordinance as Attachment 3 and identified as "Agreement by and between  
11 The City of Seattle/Municipal Court and Seattle Municipal Court Marshals' Guild."

12           Section 4. As requested by the Seattle Human Resources Director and recommended by  
13 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining  
14 agreement between the City and the Journeymen Apprentices of the Plumbing and Pipefitting  
15 Industry, Local 32, substantially in the form attached to this ordinance as Attachment 4 and  
16 identified as "Agreement By and Between The City of Seattle And United Association Of  
17 Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry, Local 32."

18           Section 5. Any act consistent with the authority and prior to the effective date of this  
19 ordinance is ratified and confirmed.

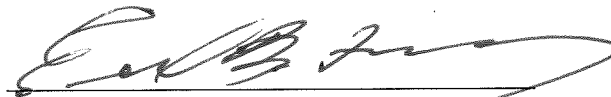
Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 11<sup>th</sup> day of January, 2016, and signed by me in open session in authentication of its passage this 11<sup>th</sup> day of January, 2016.



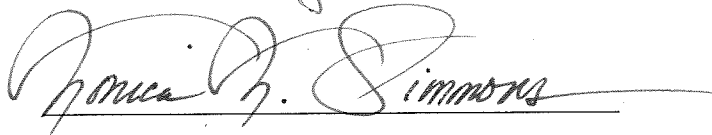
President \_\_\_\_\_ of the City Council

Approved by me this 14<sup>th</sup> day of January, 2016.



Edward B. Murray, Mayor

Filed by me this 14 day of January, 2016.



Monica Martinez Simmons, City Clerk

(Seal)

1 Attachments:

2 Attachment 1 - Agreement by and between The City of Seattle and Professional and Technical  
3 Employees Local #17

4 Attachment 2 - Agreement by and between The City of Seattle/Municipal Court and Professional  
5 and Technical Employees Local #17 Unit: Municipal Court Probation Counselors

6 Attachment 3 - Agreement by and between The City of Seattle/Municipal Court and Seattle  
7 Municipal Court Marshals' Guild

8 Attachment 4 - Agreement By and Between The City of Seattle And United Association Of  
9 Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry, Local 32

10

AGREEMENT  
by and between  
THE CITY OF SEATTLE  
and  
PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17  
UNITS:  
PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL  
ADMINISTRATIVE SUPPORT

Effective January 1, 2015, through December 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE .....	1
1 NON-DISCRIMINATION.....	2
2 RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT .....	3
3 RIGHTS OF MANAGEMENT .....	12
4 EMPLOYEE RIGHTS .....	14
5 UNION MEMBERSHIP AND DUES.....	16
6 GRIEVANCE PROCEDURE.....	19
7 WORK STOPPAGES.....	25
8 PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD.....	26
9 CLASSIFICATIONS AND RATES OF PAY .....	30
10 EMPLOYMENT PROCESS .....	35
11 WORK OUTSIDE OF CLASSIFICATION .....	38
12 ANNUAL VACATIONS.....	41
13 HOLIDAYS .....	44
14 LEAVES AND VEBA.....	46
15 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE.....	56
16 RETIREMENT .....	59
17 UNION REPRESENTATIVES .....	60



18	SAFETY STANDARDS .....	62
19	HOURS OF WORK AND OVERTIME .....	63
20	TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT.....	71
21	BULLETIN BOARDS .....	78
22	GENERAL CONDITIONS.....	79
23	DISCIPLINARY ACTIONS.....	86
24	LABOR-MANAGEMENT COMMITTEES .....	87
25	SUBORDINATION OF AGREEMENT .....	89
26	SAVINGS CLAUSE.....	90
27	ENTIRE AGREEMENT.....	91
28	TERM OF AGREEMENT.....	92
	APPENDIX A.....	95
	APPENDIX B.....	107
	APPENDIX C .....	129
	APPENDIX D.....	132
	APPENDIX E .....	139

AGREEMENT

by and between

THE CITY OF SEATTLE

and

PROFESSIONAL  
AND TECHNICAL EMPLOYEES

LOCAL #17

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL #17, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

## ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.
- 1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.
- 1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.
- 1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND  
TEMPORARY EMPLOYMENT

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.
- 2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.
- 2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.
- B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.
- D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

- G. The 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 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 year when the incumbent is temporarily absent; or
  3. A short-term assignment of up to one year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
  4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
  5. A term-limited assignment for a period of more than one but less than three 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.
- H. 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. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;
  2. Term-limited assignments starting with the first day and for the duration of the assignment; or,
  3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

- 2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.
- B. Labor-Management Committees per Article 24 will:
1. Review and problem-solve training needs for employees;
  2. Determine how employees will be notified in a timely manner about training opportunities; and
  3. Discuss how employees will have equal access to appropriate and relevant training.
- 2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- A. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt

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

## 2.7 TEMPORARY EMPLOYEES

- A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. 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 6.
- B. 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 Appendices covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 9.10.B, 9.10.D and 9.10.E.
- C. Premiums Applicable To 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 eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + .....	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12]

months, they shall receive twenty-five percent [25%] premium pay.)

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

- D. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.
- E. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.
- F. Medical, Dental and Vision Coverage to Temporary Employees Who 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, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.



- G. 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 (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.
- H. 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 holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.
  2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay, during the same workweek.
  3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.
  4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
  5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
  6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

- I. Non-Benefits-Eligible Temporary Employee Unpaid Leave.--A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.
- J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.
- K. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

- L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.
- M. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.
- N. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.
  - 1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but less than six (6) months.
  - 2. 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 weeks for the purpose of discussing the status of filling the vacant position prior to one year.
  - 3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.
- O. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15. 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.

- P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.
  - Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.
  - R. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.
  - S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.
  - T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.
- NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.
- U. Cumulative sick leave with pay computed at the rate of 0.033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that “work study” employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

### ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.
- Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.
- 3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.
- 3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.
- 3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job

or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

- 3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

## ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.
- 4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.
- 4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.
- 4.4 Any performance standards used to measure the performance of employees shall be reasonable.
- 4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

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

so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

- A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
- B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
- C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

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

- 4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.



## ARTICLE 5 - UNION MEMBERSHIP AND DUES

- 5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.
- 5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.
- 5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are conditionally exempted from the Administrative Support Unit or who occupy “*grandfathered*” bargaining unit positions per Attachments B, C, or D of the Letter of Agreement effective October 1, 1992, which resolved PERC Case No. 6915-C-87-367) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

A temporary employee may, in lieu of the Union membership requirements set forth in this Article, pay a Union service fee in an amount equivalent to the regular dues of the Union for all hours worked (based on gross straight-time earnings, including premium pay) within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

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

- 5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee

for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head or his/her designee shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

- 5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

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

## ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 6.1.1 Reclassification grievances shall be processed per Section 6.9.
- 6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.
- 6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.
- 6.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.
- As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.
- 6.6 A grievance shall be processed in accordance with the following procedure:

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

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

#### With Mediation

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

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

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

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

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

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

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

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

notification from the ADR Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

- A. Identification of Sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- B. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the

grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

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

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.



The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
  - 1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or
  - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

## ARTICLE 7 - WORK STOPPAGES

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

## ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

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

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

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior

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

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

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

- A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.
- C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.
- D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

For employees of the Municipal Court, an employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the Division Director or designee, the employee and the Union prior to expiration of the trial service period and subject to approval by the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

- E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.
- I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

- A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.
- B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the

lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

- 8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources 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.

For employees of the Municipal Court, 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 Presiding Judge, 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. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

- 8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

## ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

- 9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.
- 9.2 Effective December 31, 2014, rates of pay shall be according to Appendices A through E, which include a 2.0 % increase.
- 9.3 Effective December 30, 2015, rates of pay shall be according to Appendices A through E, which include a 2.0 % increase.
- 9.4 Effective December 28, 2016, rates of pay shall be according to Appendices A through E, which include a 2.5 % increase.
- 9.5 Effective December 27, 2017, rates of pay shall be according to Appendices A through E, which include a 2.75 % increase.
- 9.6 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.
- 9.7 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.
- 9.8 A. Every position in the bargaining unit shall be classified at the direction of the Seattle Human Resources Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:
1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and
  3. One schedule of compensation will apply with equity under substantially the same employment conditions.
- B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.
- C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.
- D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.
- E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Seattle Human Resources Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any specification "*and to perform related work as required*" shall be liberally construed.
- 9.9
- A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.
- B. When a position is reclassified to a class of a higher level, the Seattle Human Resources Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Seattle Human Resources Director finds:
1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and
  2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.



The Seattle Human Resources Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

- C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.
- D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Seattle Human Resources Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Seattle Human Resources Director, they may remain in the reclassified position for a temporary period as limited by the Seattle Human Resources Director only until transferred to another position in the class in which they have regular standing.

- 9.10
- A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.
  - B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.7O; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid

per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "*actual service*" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.
- D. In determining "*actual service*" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in paragraph B of this Section.
- G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed*;" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.
- I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "*incumbent*" for so long as they remain in such position or until the regular salary for the lower class exceeds the "*incumbent*" rate of pay.
- J. When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the classification exceeds the "*incumbent*" rate of pay.

## ARTICLE 10 - EMPLOYMENT PROCESS

- 10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.
- 10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.
- 10.1.2 Exceptions to the requirement in 10.1 are:
- A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);
  - B. Fill from a Reversion Recall List (Section 8.4F);
  - C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or
  - D. Other good reasons mutually agreed upon on a case-specific basis.
- 10.1.3 The Seattle Human Resources Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.
- 10.2 The Seattle Human Resources Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.
- 10.3 The Seattle Human Resources Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Seattle Human Resources Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

- 10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.
- 10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.
- 10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.
  - 10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.
- 10.6 The Seattle Human Resources Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.
- 10.7 The Seattle Human Resources Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.
  - 10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Seattle Human Resources Director or their designee at the time of the qualification/appointment audit.
- 10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.
- 10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development of bridge classes to develop employee potential. The joint committee will submit the

recommended strategies to the Seattle Human Resources Director for their consideration.

- 10.9.1 An employee who is selected to participate in a program implemented by the Seattle Human Resources Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

## ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

### 11.1 Technical Unit and Administrative Support Unit

- A. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.
- B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

### 11.2 Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

### 11.3 Senior Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

### 11.4 Senior Business Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular

classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

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

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

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

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

11.8 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the



following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

## ARTICLE 12 - ANNUAL VACATIONS

- 12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

- 12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.
- 12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 12.6.1 For employees of the Municipal Court, in the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee in order to allow rescheduling of the employee's vacation. In such cases the Presiding Judge shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 12.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.
- 12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.
- 12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 12.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

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

## ARTICLE 13 - HOLIDAYS

- 13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

- 13.1.1 Employees who have either:
1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) or
  2. Are accruing vacation at a rate of .0615 or greater (article 12.12)

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

- 13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the

employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.

- 13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- 13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.
- 13.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and, in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.
- 13.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 13.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

## ARTICLE 14 – LEAVES AND VEBA

- 14.1 A. Sick Leave - Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
1. Illness or injury that prevents the employee from performing their regular duties.
  2. Disability of the employee due to pregnancy and/or childbirth.
  3. Employee medical or dental appointments.
  4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.
  6. An employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  7. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  8. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  9. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

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

- B. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out. Employees who are eligible to retire 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. 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.

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-retain employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service from the date of the vote 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-retain members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service from the date of the vote 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.

Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

- C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.

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

- 14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Seattle Human Resources Director or their designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or their designee shall see fit to have made.

For employees of the Municipal Court, compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee.

- A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Seattle Human Resources Director or their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other

reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

For employees of the Municipal Court, compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

- B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 14.1.A.8 of this agreement.
- C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 14.1.A.9 of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

- A. When suspended or on leave without pay and when laid off or on other non-pay status.
- B. When off work on a holiday.
- C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

- A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.
- B. Notification While on Paid Vacation or Compensatory Time Off: - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they

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

- C. Claims to be in 15 minute increments: - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.
- D. Limitations of Claims: - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 14.5.F). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Articles 11.6 and 19.27 for sick leave use and rate of pay for out-of-class assignments and standby duties.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

#### 14.6 Industrial Injury or Illness

- A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained

must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

- B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.
- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- E. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.6A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.6A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 14.6A.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE: The parties agree that either may reopen for negotiation the terms and conditions of Section 14.6 of this Article.

#### 14.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the

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

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

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

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

- 14.10 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

- 14.11 Paid Parental Leave- Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave", may take leave for bonding with their new child.

- 14.12 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

- B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Seattle Human Resources Director.
- C. For employees at the Municipal Court, a request for an unpaid leave of absence longer than sixty (60) days may be granted by the Presiding Judge with notice to the Seattle Human Resources Director.
- D. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

#### 14.13 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

#### 14.14 Paid Leave For 2010 Furloughs

Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.



ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND  
LONG-TERM DISABILITY INSURANCE

- 15.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Services as self-insured plans, and 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 15.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 15.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 15.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of

benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- C. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

- 15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

- 15.4 Long-term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 15.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits

for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 16 - RETIREMENT

- 16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 16.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

## ARTICLE 17 - UNION REPRESENTATIVES

- 17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.
- 17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.
- 17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.
- 17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.
- 17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.
- 17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

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

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

## ARTICLE 18 - SAFETY STANDARDS

- 18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.
- 18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.
- 18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.
- 18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.
- 18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

## ARTICLE 19 - HOURS OF WORK AND OVERTIME

### I. Professional, Technical, and Administrative Support Units

- 19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.
- 19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.
- 19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.
- 19.4 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

### B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.
2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours



or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "*pay off*" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

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

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.

19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee's normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.
2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.
3. Hours worked beyond eighty (80) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

B. Compensatory Time Off In Lieu Of Overtime Pay

1. Compensation for overtime work, by mutual agreement of the City and the employee, may be in compensatory time off in an amount equal to one and one-half (1-1/2) times the number of hours worked.
2. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.
3. A written record of compensatory time earned and used shall be maintained by the City.
4. Compensatory time may be accumulated up to a maximum of forty (40) hours. Additional overtime earned shall be paid at the prescribed rate.
5. Compensatory time must be used within one (1) year of the time it is earned or the overtime will be paid by warrant.

II. Senior Professional Unit

- 19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.
- 19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.
- 19.14 Employees covered by this Agreement shall be provided a meal time that shall not exceed one (1) hour.
- 19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.
- 19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

- 19.17 Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 19.17.1 Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.
- 19.18 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.
- 19.19 An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.
- 19.20 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.
- III. Senior Business Unit
- 19.21 Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.
- 19.22 The work week shall consist of forty (40) hours of work within a five (5) day period.
- 19.23 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

- 19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

- 19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars (\$6.00) in lieu of reimbursement for the meal.
- B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:
1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.
  2. In determining "*reasonable cost*," the following shall also be considered:
    - a. The time period during which the overtime is worked;
    - b. The availability of reasonably priced eating establishments at that time.
  3. The City shall not reimburse for the cost of alcoholic beverages.
- C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.
- D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars (\$6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

- A. Employee participation shall be on a voluntary basis.
- B. Vacation benefits shall be accrued and expended on an hourly basis.
- C. Sick leave benefits shall be accrued and expended on an hourly basis.
- D. Holidays shall be granted in accordance with Article 13 of this Agreement.
- E. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.
- F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

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

- 1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.
- 2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, be unpaid.
- 3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normal scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

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

- 19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

- 19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

- 19.29 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION,  
LAYOFF, AND SERVICE CREDIT

20.1      Transfer:

- A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.
- B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.
- C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:
  - 1. Transfer in the same class from one department to another;
  - 2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
  - 3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

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



An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.
5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.
6. The Seattle Human Resources Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

## 20.2 Voluntary Reduction:

- A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

For employees of the Municipal Court, a regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is approved by the Presiding Judge or designee and advanced notice is provided to the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

- B The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the

reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

For employees of the Municipal Court, an employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advanced notice to the Seattle Human Resources Director.

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

20.4 Layoff for purposes of this Agreement shall be defined as:

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

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;
2. Temporary or intermittent employees not earning service credit;
3. Probationary employees \*;
4. Trial service employees \* (who cannot be reverted in accordance with Section 8.4B); or
5. Regular employees \* in order of their length of service, the one with the least service being laid off first.

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

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

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

2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.
- C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.
  - D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.
  - E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.
  - F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
  - G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:
    1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
    2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
    3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.
5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.
6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.
8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

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

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

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other

departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;
3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;
4. Credit will be given for service prior to an authorized transfer;
5. Service credit will be given for time lost during:
  - a. Jury duty;
  - b. Disability incurred in line of service;
  - c. Illness or disability compensated for under any plan authorized and paid for by the City;
  - d. Service as a representative of a Union affecting the welfare of City employees;
  - e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

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

For employees at the Municipal Court, for any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears

the favorable recommendation of the Presiding Judge and is approved by the Seattle Human Resources Director.

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

## ARTICLE 21 - BULLETIN BOARDS

- 21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

## ARTICLE 22 - GENERAL CONDITIONS

- 22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars (\$75.00) per month for all miles traveled from 01 to 149 miles and shall receive Fifty-seven point Five Cents (\$.575) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Fifty-seven point Five Cents (\$.575) per mile.

- 22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 149, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing \$75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars (\$30.00) per month while so assigned in lieu of the above mileage payment.

- 22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

- 22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday.



Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

- 22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.
- 22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.
- 22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.
- 22.7 The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- 22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- 22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 22.8 Bridge Operators

- A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.
- B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.
- C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.
- D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.
- E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

- F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents (\$.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents (\$.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are being operated from the same location on a permanent basis until the operator's probationary period is completed.

- G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.
- H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any work day or forty (40) hours in a payroll week.
- I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

- A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.
- B. Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if a card is lost or mutilated by the employee, there will be a replacement fee of Three Dollars (\$3.00). The cost of replacing a card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee.
- C. Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.
- D. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-time or part-time status prior to November 4, 1987. Seattle Center employees

who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars (\$20.00) a month for parking during working hours only, or Twenty-five Dollars (\$25.00) a month for parking during working hours and all other hours.

- 22.10 Shift Differential Pay - An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift.

Effective January 1, 2015:

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
\$ .60 per hour	\$1.00 per hour

Effective December 30, 2015:

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
\$ .70 per hour	\$1.10 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

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

- 22.12 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

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

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

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

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

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

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

22.15 Public Disclosure Request - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6 Grievance Procedure.

22.16 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- D. For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;
- E. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

## ARTICLE 23 - DISCIPLINARY ACTIONS

- 23.1 The City may suspend, demote, or discharge an employee for just cause.
- 23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Termination.
- Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.
- 23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.
- 23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.
- 23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.
- 23.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

## ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

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

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

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



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

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

ARTICLE 25 - SUBORDINATION OF AGREEMENT

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

ARTICLE 26 - SAVINGS CLAUSE

- 26.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 26.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 27 - ENTIRE AGREEMENT

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

## ARTICLE 28 - TERM OF AGREEMENT

- 28.1 This Agreement shall become effective upon execution by both parties or January 1, 2015, whichever is later, and shall remain in effect through December 31, 2018. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 28.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

PROFESSIONAL AND TECHNICAL  
EMPLOYEES, LOCAL 17,

\_\_\_\_\_  
Joseph L. McGee, Executive Director

\_\_\_\_\_  
Guadalupe Perez, Union Representative

\_\_\_\_\_  
Kate Garrow, Union Representative

\_\_\_\_\_  
Charles Primm, Union Representative

\_\_\_\_\_  
, Union Representative

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

CITY OF SEATTLE  
Executed under authority of  
Ordinance # \_\_\_\_\_ and  
Ordinance # \_\_\_\_\_.

\_\_\_\_\_  
Edward B. Murray, , Mayor

\_\_\_\_\_  
Susan L. Coskey  
Seattle Human Resources Director

\_\_\_\_\_  
David Bracilano, Director of Labor  
Relations

\_\_\_\_\_  
Presiding Judge

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
City Representative

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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City Representative

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City Representative

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Bargaining Committee Member

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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City Representative

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix A

Professional Unit

A.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	28.53	29.67	30.74	31.98	33.23
Building Energy Research Specialist	40.96	42.47	44.18	45.95	47.73
Capital Projects Coordinator	38.23	39.76	41.37	42.96	44.67
Capital Projects Coordinator, Assistant	35.54	36.87	38.23	39.76	41.37
Capital Projects Coordinator, Senior	43.82	45.63	47.39	49.25	51.11
Civil Engineer, Assistant I	30.67	31.91	33.16		
Civil Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Civil Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Civil Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Community Garden Coordinator	28.85	29.95	31.14	32.35	33.63
Communications Engineer, Associate	35.92	37.38	38.81	40.37	41.91
Counselor	27.26	28.29	29.44	30.54	31.72
Counselor – Fair Hearing Coordinator	31.03	32.22	33.50	34.75	36.11
Crime Prevention Coordinator	29.95	31.14	32.35	33.63	34.99
Early Education Specialist	30.54	31.72	32.98	34.36	35.64
Electrical Engineer, Assistant I	30.67	31.91	33.16		
Electrical Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Electrical Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Electrical Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Energy Management Analyst	39.57	41.15	42.77	44.48	46.21
Energy Management Analyst, Assistant	34.58	35.89	37.24	38.72	40.18



	Step 1	Step 2	Step 3	Step 4	Step 5
Energy Management Analyst, Senior	42.40	43.96	45.73	47.56	49.40
Energy Planning Analyst	33.49	34.80	36.21	37.55	39.00
Energy Research & Evaluation Analyst	35.64	36.93	38.41	39.95	41.49
Environmental Analyst, Associate	34.80	36.21	37.55	39.00	40.51
Environmental Analyst, Senior	39.76	41.35	42.94	44.66	46.33
Finance Analyst, Assistant	26.62	27.69	28.78	29.86	31.00
Finance Analyst - HSD	33.49	34.80	36.21	37.55	39.00
Finance Analyst, Senior - HSD	36.88	38.23	39.76	41.35	42.94
Grants & Contracts Specialist Senior	29.44	30.54	31.72	32.98	34.36
Graphic Arts, Supervisor	29.10	30.16	31.40	32.60	34.00
Human Services Coordinator	26.75	27.82	28.85	29.95	31.14
Human Services Program Supervisor	32.35	33.63	34.99	36.28	37.69
Human Services Program Supervisor Senior	34.99	36.28	37.69	39.15	40.71
Information Technology Specialist	28.29	29.44	30.54	31.72	32.98
Information Technology Programmer Analyst	32.35	33.63	34.99	36.28	37.69
Information Technology Programmer Analyst-Special	32.60	34.00	35.28	36.66	38.09
Information Technology Systems Analyst	34.36	35.64	36.93	38.41	39.95
Landscape Architect	36.88	38.23	39.76	41.35	42.94
Marketing Development Coordinator	35.64	36.93	38.41	39.95	41.49
Materials Engineer	37.18	38.69	40.17	41.79	43.38
Materials Engineer, Associate	37.18	38.69	40.17	41.79	43.38
Mechanical Engineer, Assistant I	30.67	31.91	33.16		
Mechanical Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Mechanical Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Mechanical Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Mechanical Plans Engineer	38.23	39.76	41.35	42.94	44.66
Mechanical Plans Engineer, Entry	36.21	37.55	39.00	40.51	42.14
Methods Analyst, Assistant	27.51	28.58	29.63	30.82	32.04

	Step 1	Step 2	Step 3	Step 4	Step 5
Methods Analyst, Associate	32.04	33.24	34.57	35.92	37.38
Naturalist	24.80	25.72	26.75	27.82	28.85
Photographic Services, Supervisor	31.53	32.75	34.05	35.36	36.79
Photography/Reprographics, Supervisor	31.53	32.75	34.05	35.36	36.79
Planner, Assistant I	27.51	28.58	29.63	30.82	32.04
Planner, Assistant II	30.16	31.40	32.60	34.00	35.28
Planner, Associate	35.92	37.38	38.81	40.37	41.91
Planning Analyst, Assistant	27.51	28.58	29.63	30.82	32.04
Planning & Development Specialist I	31.14	32.35	33.63	34.99	36.28
Planning & Development Specialist II	33.63	34.99	36.28	37.69	39.15
Power Analyst	37.18	38.69	40.17	41.79	43.38
Property Management Specialist	40.71	42.30	43.87	45.59	47.26
Public Education Program Specialist	27.82	28.85	29.95	31.14	32.35
Public/Cultural Programs Specialist Senior	32.35	33.63	34.99	36.28	37.69
Real Property Agent, Senior	40.40	42.03	43.69	45.43	47.13
Registered Nurse Consultant	33.44	34.72	36.08	37.50	39.00
Safety & Health Specialist	34.99	36.28	37.69	39.15	40.71
Safety & Health Specialist Senior	37.69	39.15	40.71	42.30	43.87
Structural Plans Engineer	42.04	43.72	45.47	47.23	49.10
Structural Plans Engineer, Entry	36.21	37.55	39.00	40.51	42.14
Technical Writer	27.69	28.78	29.86	31.00	32.23
Transportation Planner, Associate	36.88	38.23	39.76	41.35	42.94
Transportation Planner, Assistant	30.47	31.61	32.83		
Urban Design Planner	35.92	37.38	38.81	40.37	41.91
Water Quality Analyst	29.95	31.14	32.35	33.63	34.99
Water Quality Analyst, Senior	32.35	33.63	34.99	36.28	37.69
Water Quality Analyst, Supervisor	34.99	36.28	37.69	39.15	40.71

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	29.10	30.26	31.35	32.62	33.89
Building Energy Research Specialist	41.78	43.32	45.06	46.87	48.68
Capital Projects Coordinator	38.99	40.56	42.20	43.82	45.56
Capital Projects Coordinator, Assistant	36.25	37.61	38.99	40.56	42.20
Capital Projects Coordinator, Senior	44.70	46.54	48.34	50.24	52.13
Civil Engineer, Assistant I	31.28	32.55	33.82		
Civil Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Civil Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Civil Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Community Garden Coordinator	29.43	30.55	31.76	33.00	34.30
Communications Engineer, Associate	36.64	38.13	39.59	41.18	42.75
Counselor	27.81	28.86	30.03	31.15	32.35
Counselor – Fair Hearing Coordinator	31.65	32.86	34.17	35.45	36.83
Crime Prevention Coordinator	30.55	31.76	33.00	34.30	35.69
Early Education Specialist	31.15	32.35	33.64	35.05	36.35
Electrical Engineer, Assistant I	31.28	32.55	33.82		
Electrical Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Electrical Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Electrical Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Energy Management Analyst	40.36	41.97	43.63	45.37	47.13
Energy Management Analyst, Assistant	35.27	36.61	37.98	39.49	40.98
Energy Management Analyst, Senior	43.25	44.84	46.64	48.51	50.39
Energy Planning Analyst	34.16	35.50	36.93	38.30	39.78
Energy Research & Evaluation Analyst	36.35	37.67	39.18	40.75	42.32

	Step 1	Step 2	Step 3	Step 4	Step 5
Environmental Analyst, Associate	35.50	36.93	38.30	39.78	41.32
Environmental Analyst, Senior	40.56	42.18	43.80	45.55	47.26
Finance Analyst, Assistant	27.15	28.24	29.36	30.46	31.62
Finance Analyst - HSD	34.16	35.50	36.93	38.30	39.78
Finance Analyst, Senior - HSD	37.62	38.99	40.56	42.18	43.80
Grants & Contracts Specialist Senior	30.03	31.15	32.35	33.64	35.05
Graphic Arts, Supervisor	29.68	30.76	32.03	33.25	34.68
Human Services Coordinator	27.29	28.38	29.43	30.55	31.76
Human Services Program Supervisor	33.00	34.30	35.69	37.01	38.44
Human Services Program Supervisor Senior	35.69	37.01	38.44	39.93	41.52
Information Technology Specialist	28.86	30.03	31.15	32.35	33.64
Information Technology Programmer Analyst	33.00	34.30	35.69	37.01	38.44
Information Technology Programmer Analyst-Special	33.25	34.68	35.99	37.39	38.85
Information Technology Systems Analyst	35.05	36.35	37.67	39.18	40.75
Landscape Architect	37.62	38.99	40.56	42.18	43.80
Marketing Development Coordinator	36.35	37.67	39.18	40.75	42.32
Materials Engineer	37.92	39.46	40.97	42.63	44.25
Materials Engineer, Associate	37.92	39.46	40.97	42.63	44.25
Mechanical Engineer, Assistant I	31.28	32.55	33.82		
Mechanical Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Mechanical Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Mechanical Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Mechanical Plans Engineer	38.99	40.56	42.18	43.80	45.55
Mechanical Plans Engineer, Entry	36.93	38.30	39.78	41.32	42.98
Methods Analyst, Assistant	28.06	29.15	30.22	31.44	32.68
Methods Analyst, Associate	32.68	33.90	35.26	36.64	38.13
Naturalist	25.30	26.23	27.29	28.38	29.43
Photographic Services, Supervisor	32.16	33.41	34.73	36.07	37.53

	Step 1	Step 2	Step 3	Step 4	Step 5
Photography/Reprographics, Supervisor	32.16	33.41	34.73	36.07	37.53
Planner, Assistant I	28.06	29.15	30.22	31.44	32.68
Planner, Assistant II	30.76	32.03	33.25	34.68	35.99
Planner, Associate	36.64	38.13	39.59	41.18	42.75
Planning Analyst, Assistant	28.06	29.15	30.22	31.44	32.68
Planning & Development Specialist I	31.76	33.00	34.30	35.69	37.01
Planning & Development Specialist II	34.30	35.69	37.01	38.44	39.93
Power Analyst	37.92	39.46	40.97	42.63	44.25
Property Management Specialist	41.52	43.15	44.75	46.50	48.21
Public Education Program Specialist	28.38	29.43	30.55	31.76	33.00
Public/Cultural Programs Specialist Senior	33.00	34.30	35.69	37.01	38.44
Real Property Agent, Senior	41.21	42.87	44.56	46.34	48.07
Registered Nurse Consultant	34.11	35.41	36.80	38.25	39.78
Safety & Health Specialist	35.69	37.01	38.44	39.93	41.52
Safety & Health Specialist Senior	38.44	39.93	41.52	43.15	44.75
Structural Plans Engineer	42.88	44.59	46.38	48.17	50.08
Structural Plans Engineer, Entry	36.93	38.30	39.78	41.32	42.98
Technical Writer	28.24	29.36	30.46	31.62	32.87
Transportation Planner, Associate	37.62	38.99	40.56	42.18	43.80
Transportation Planner, Assistant	31.08	32.24	33.49		
Urban Design Planner	36.64	38.13	39.59	41.18	42.75
Water Quality Analyst	30.55	31.76	33.00	34.30	35.69
Water Quality Analyst, Senior	33.00	34.30	35.69	37.01	38.44
Water Quality Analyst, Supervisor	35.69	37.01	38.44	39.93	41.52

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	29.83	31.02	32.13	33.44	34.74
Building Energy Research Specialist	42.82	44.40	46.19	48.04	49.90
Capital Projects Coordinator	39.96	41.57	43.26	44.92	46.70
Capital Projects Coordinator, Assistant	37.16	38.55	39.96	41.57	43.26
Capital Projects Coordinator, Senior	45.82	47.70	49.55	51.50	53.43
Civil Engineer, Assistant I	32.06	33.36	34.67		
Civil Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Civil Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Civil Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Community Garden Coordinator	30.17	31.31	32.55	33.83	35.16
Communications Engineer, Associate	37.56	39.08	40.58	42.21	43.82
Counselor	28.51	29.58	30.78	31.93	33.16
Counselor – Fair Hearing Coordinator	32.44	33.68	35.02	36.34	37.75
Crime Prevention Coordinator	31.31	32.55	33.83	35.16	36.58
Early Education Specialist	31.93	33.16	34.48	35.93	37.26
Electrical Engineer, Assistant I	32.06	33.36	34.67		
Electrical Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Electrical Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Electrical Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Energy Management Analyst	41.37	43.02	44.72	46.50	48.31
Energy Management Analyst, Assistant	36.15	37.53	38.93	40.48	42.00
Energy Management Analyst, Senior	44.33	45.96	47.81	49.72	51.65
Energy Planning Analyst	35.01	36.39	37.85	39.26	40.77
Energy Research & Evaluation Analyst	37.26	38.61	40.16	41.77	43.38
Environmental Analyst, Associate	36.39	37.85	39.26	40.77	42.35
Environmental Analyst, Senior	41.57	43.23	44.90	46.69	48.44

	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Analyst, Assistant	27.83	28.95	30.09	31.22	32.41
Finance Analyst - HSD	35.01	36.39	37.85	39.26	40.77
Finance Analyst, Senior - HSD	38.56	39.96	41.57	43.23	44.90
Grants & Contracts Specialist Senior	30.78	31.93	33.16	34.48	35.93
Graphic Arts, Supervisor	30.42	31.53	32.83	34.08	35.55
Human Services Coordinator	27.97	29.09	30.17	31.31	32.55
Human Services Program Supervisor	33.83	35.16	36.58	37.94	39.40
Human Services Program Supervisor Senior	36.58	37.94	39.40	40.93	42.56
Information Technology Specialist	29.58	30.78	31.93	33.16	34.48
Information Technology Programmer Analyst	33.83	35.16	36.58	37.94	39.40
Information Technology Programmer Analyst-Special	34.08	35.55	36.89	38.32	39.82
Information Technology Systems Analyst	35.93	37.26	38.61	40.16	41.77
Landscape Architect	38.56	39.96	41.57	43.23	44.90
Marketing Development Coordinator	37.26	38.61	40.16	41.77	43.38
Materials Engineer	38.87	40.45	41.99	43.70	45.36
Materials Engineer, Associate	38.87	40.45	41.99	43.70	45.36
Mechanical Engineer, Assistant I	32.06	33.36	34.67		
Mechanical Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Mechanical Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Mechanical Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Mechanical Plans Engineer	39.96	41.57	43.23	44.90	46.69
Mechanical Plans Engineer, Entry	37.85	39.26	40.77	42.35	44.05
Methods Analyst, Assistant	28.76	29.88	30.98	32.23	33.50
Methods Analyst, Associate	33.50	34.75	36.14	37.56	39.08
Naturalist	25.93	26.89	27.97	29.09	30.17
Photographic Services, Supervisor	32.96	34.25	35.60	36.97	38.47
Photography/Reprographics, Supervisor	32.96	34.25	35.60	36.97	38.47
Planner, Assistant I	28.76	29.88	30.98	32.23	33.50

	Step 1	Step 2	Step 3	Step 4	Step 5
Planner, Assistant II	31.53	32.83	34.08	35.55	36.89
Planner, Associate	37.56	39.08	40.58	42.21	43.82
Planning Analyst, Assistant	28.76	29.88	30.98	32.23	33.50
Planning & Development Specialist I	32.55	33.83	35.16	36.58	37.94
Planning & Development Specialist II	35.16	36.58	37.94	39.40	40.93
Power Analyst	38.87	40.45	41.99	43.70	45.36
Property Management Specialist	42.56	44.23	45.87	47.66	49.42
Public Education Program Specialist	29.09	30.17	31.31	32.55	33.83
Public/Cultural Programs Specialist Senior	33.83	35.16	36.58	37.94	39.40
Real Property Agent, Senior	42.24	43.94	45.67	47.50	49.27
Registered Nurse Consultant	34.96	36.30	37.72	39.21	40.77
Safety & Health Specialist	36.58	37.94	39.40	40.93	42.56
Safety & Health Specialist Senior	39.40	40.93	42.56	44.23	45.87
Structural Plans Engineer	43.95	45.70	47.54	49.37	51.33
Structural Plans Engineer, Entry	37.85	39.26	40.77	42.35	44.05
Technical Writer	28.95	30.09	31.22	32.41	33.69
Transportation Planner, Associate	38.56	39.96	41.57	43.23	44.90
Transportation Planner, Assistant	31.86	33.05	34.33		
Urban Design Planner	37.56	39.08	40.58	42.21	43.82
Water Quality Analyst	31.31	32.55	33.83	35.16	36.58
Water Quality Analyst, Senior	33.83	35.16	36.58	37.94	39.40
Water Quality Analyst, Supervisor	36.58	37.94	39.40	40.93	42.56

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.



A.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	30.65	31.87	33.01	34.36	35.70
Building Energy Research Specialist	44.00	45.62	47.46	49.36	51.27
Capital Projects Coordinator	41.06	42.71	44.45	46.16	47.98
Capital Projects Coordinator, Assistant	38.18	39.61	41.06	42.71	44.45
Capital Projects Coordinator, Senior	47.08	49.01	50.91	52.92	54.90
Civil Engineer, Assistant I	32.94	34.28	35.62		
Civil Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Civil Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Civil Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Community Garden Coordinator	31.00	32.17	33.45	34.76	36.13
Communications Engineer, Associate	38.59	40.15	41.70	43.37	45.03
Counselor	29.29	30.39	31.63	32.81	34.07
Counselor – Fair Hearing Coordinator	33.33	34.61	35.98	37.34	38.79
Crime Prevention Coordinator	32.17	33.45	34.76	36.13	37.59
Early Education Specialist	32.81	34.07	35.43	36.92	38.28
Electrical Engineer, Assistant I	32.94	34.28	35.62		
Electrical Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Electrical Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Electrical Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Energy Management Analyst	42.51	44.20	45.95	47.78	49.64
Energy Management Analyst, Assistant	37.14	38.56	40.00	41.59	43.16
Energy Management Analyst, Senior	45.55	47.22	49.12	51.09	53.07
Energy Planning Analyst	35.97	37.39	38.89	40.34	41.89
Energy Research & Evaluation Analyst	38.28	39.67	41.26	42.92	44.57
Environmental Analyst, Associate	37.39	38.89	40.34	41.89	43.51
Environmental Analyst, Senior	42.71	44.42	46.13	47.97	49.77

	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Analyst, Assistant	28.60	29.75	30.92	32.08	33.30
Finance Analyst - HSD	35.97	37.39	38.89	40.34	41.89
Finance Analyst, Senior - HSD	39.62	41.06	42.71	44.42	46.13
Grants & Contracts Specialist Senior	31.63	32.81	34.07	35.43	36.92
Graphic Arts, Supervisor	31.26	32.40	33.73	35.02	36.53
Human Services Coordinator	28.74	29.89	31.00	32.17	33.45
Human Services Program Supervisor	34.76	36.13	37.59	38.98	40.48
Human Services Program Supervisor Senior	37.59	38.98	40.48	42.06	43.73
Information Technology Specialist	30.39	31.63	32.81	34.07	35.43
Information Technology Programmer Analyst	34.76	36.13	37.59	38.98	40.48
Information Technology Programmer Analyst-Special	35.02	36.53	37.90	39.37	40.92
Information Technology Systems Analyst	36.92	38.28	39.67	41.26	42.92
Landscape Architect	39.62	41.06	42.71	44.42	46.13
Marketing Development Coordinator	38.28	39.67	41.26	42.92	44.57
Materials Engineer	39.94	41.56	43.14	44.90	46.61
Materials Engineer, Associate	39.94	41.56	43.14	44.90	46.61
Mechanical Engineer, Assistant I	30.59	31.77	32.94	34.28	35.62
Mechanical Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Mechanical Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Mechanical Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Mechanical Plans Engineer	41.06	42.71	44.42	46.13	47.97
Mechanical Plans Engineer, Entry	38.89	40.34	41.89	43.51	45.26
Methods Analyst, Assistant	29.55	30.70	31.83	33.12	34.42
Methods Analyst, Associate	34.42	35.71	37.13	38.59	40.15
Naturalist	26.64	27.63	28.74	29.89	31.00
Photographic Services, Supervisor	33.87	35.19	36.58	37.99	39.53
Photography/Reprographics, Supervisor	33.87	35.19	36.58	37.99	39.53
Planner, Assistant I	29.55	30.70	31.83	33.12	34.42

	Step 1	Step 2	Step 3	Step 4	Step 5
Planner, Assistant II	32.40	33.73	35.02	36.53	37.90
Planner, Associate	38.59	40.15	41.70	43.37	45.03
Planning Analyst, Assistant	29.55	30.70	31.83	33.12	34.42
Planning & Development Specialist I	33.45	34.76	36.13	37.59	38.98
Planning & Development Specialist II	36.13	37.59	38.98	40.48	42.06
Power Analyst	39.94	41.56	43.14	44.90	46.61
Property Management Specialist	43.73	45.45	47.13	48.97	50.78
Public Education Program Specialist	29.89	31.00	32.17	33.45	34.76
Public/Cultural Programs Specialist Senior	34.76	36.13	37.59	38.98	40.48
Real Property Agent, Senior	43.40	45.15	46.93	48.81	50.62
Registered Nurse Consultant	35.92	37.30	38.76	40.29	41.89
Safety & Health Specialist	37.59	38.98	40.48	42.06	43.73
Safety & Health Specialist Senior	40.48	42.06	43.73	45.45	47.13
Structural Plans Engineer	45.16	46.96	48.85	50.73	52.74
Structural Plans Engineer, Entry	38.89	40.34	41.89	43.51	45.26
Technical Writer	29.75	30.92	32.08	33.30	34.62
Transportation Planner, Associate	39.62	41.06	42.71	44.42	46.13
Transportation Planner, Assistant	30.31	31.46	32.74	33.96	35.27
Urban Design Planner	38.59	40.15	41.70	43.37	45.03
Water Quality Analyst	32.17	33.45	34.76	36.13	37.59
Water Quality Analyst, Senior	34.76	36.13	37.59	38.98	40.48
Water Quality Analyst, Supervisor	37.59	38.98	40.48	42.06	43.73

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix B

Technical Unit

B.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	35.92	37.38	38.81	40.35	41.91			
Appraiser, Senior	39.15	40.71	42.30	43.87	45.59			
Aquarium Exhibits Designer	26.75	27.82	28.85	29.95	31.14			
Aquatic Center Coordinator	28.97	30.10	31.28	32.49	33.77			
Aquatic Center Coordinator, Assistant	26.33	27.39	28.47	29.52	30.67			
Bridge Electrical Maintenance Supervisor	40.83	42.48	44.14					
Bridge Maintenance General, Supervisor	33.30	34.64	36.08	37.42	38.77			
Bridge Operations Crew Chief	32.71	35.32						
Bridge Operations General, Supervisor***	36.08	37.42	38.82					
Bridge Operator	26.32	27.39	28.39					
Bridge Operator, Senior	27.81	28.85	29.96					
Cartographer	29.05	30.16	31.29	32.53	33.72			
Cartographer, Senior	31.40	32.60	34.00	35.28	36.66			
Civil Engineering Specialist, Assistant I	27.17	28.22	29.28	30.47	31.61			
Civil Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Civil Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Civil Engineering Specialist, Associate	35.60	36.99	38.35	39.88	41.43			
Civil Engineering Technician	23.12	24.00	24.91	25.88	26.94			
Civil Rights Analyst	29.99	31.14	32.29	33.58	34.84			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Civil Rights Analyst Trainee	27.26	28.29	29.44	30.54	31.72			
Commercial Vehicle Enforcement Officer	26.99	28.03	29.10	30.16	31.40			
Community Service Center Coordinator	29.46	30.57	31.72	32.98	34.30			
Community Service Center, Supervisor	34.85	36.32	37.74	39.20	40.69			
Community Service Representative	28.25	29.31	30.49	31.64	32.83			
Contract Analyst	29.99	31.14	32.29	33.58	34.84			
Contract Analyst Senior	32.35	33.63	34.99	36.28	37.69			
Contracts and Concessions, Assistant	26.75	27.82	28.85	29.95	31.14			
Credit Representative	25.76	26.78	27.81	28.89	29.94			
Credit Representative, Senior	28.02	29.14	30.27	31.41	32.62			
Current Diversion Coordinator	32.98	34.36	35.64	36.93	38.41			
Dining Room Attendant****	14.77	15.37	15.87	16.40	17.16			
Dining Room Attendant, Senior	16.17	16.77	17.45	18.09	18.81			
Drainage and Wastewater Specialist	34.24	35.59	37.02	38.48	39.91			
Electrical Engineering Design Specialist, Assistant II	31.91	33.16	34.40	35.78	37.18			
Electrical Engineering Design Specialist, Assistant III	34.40	35.78	37.18	38.69	40.17			
Electrical Engineering Specialist, Assistant I	26.94	27.94	29.01	30.12	31.21			
Electrical Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Electrical Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Electrical Engineering Specialist, Associate	35.60	36.99	38.35	39.88	41.43			
Electrical Service Representative	29.45	30.56	31.77	32.98	34.25			
Electrical Service Representative, Senior	31.77	32.98	34.25	35.63	37.10			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	26.25	27.26	28.29	29.44	30.54			
Energy Conservation Representative	26.03	26.99	28.03	29.10	30.16			
Energy Conservation Representative, Senior	28.03	29.10	30.16	31.40	32.60			
Engineering Aide	24.00	24.91	25.88	26.94	27.94			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Environmental Field Specialist	28.31	29.45	30.60	31.72	32.96			
Environmental Field Specialist, Senior	30.60	31.72	32.96	34.24	35.59			
Environmental Field, Supervisor	32.96	34.24	35.59	37.01	38.48			
Exhibits Design Coordinator	29.10	30.16	31.40	32.60	34.00			
Field Engineering Technician	24.91	25.88	26.94					
Graphic Aide	19.06	19.81	20.56	21.40	22.17			
Graphic Arts Designer	26.75	27.82	28.85	29.95	31.14			
Housing/Zoning Inspector	31.61	32.83	34.13	35.57	36.88			
Housing/Zoning Inspector, Senior	33.49	34.80	36.21	37.55	39.00			
Housing/Zoning Inspector, Supervisor	36.88	38.23	39.76	41.35	42.94			
Housing/Zoning Technician	24.25	25.12	26.17	27.17	28.22			
Housing/Zoning Technician, Senior	26.62	27.69	28.78	29.86	31.00			
Identification Technician	28.33	29.39	30.52	31.70	32.96			
Information Technology Technical Support	23.05	23.84	24.80	25.72	26.75			
Information Technology Technician	25.29	26.25	27.26	28.29	29.44			
Inspection Support Analyst	33.49	34.80	36.21	37.55	39.00			
Land Use Planner I	34.13	35.57	36.88	38.23	39.76			
Land Use Planner II	36.21	37.55	39.00	40.51	42.14			
Land Use Planner III	39.00	40.51	42.14	43.78	45.41			
Land Use Planner IV	41.35	42.94	44.66	46.33	48.08			
Landscape Designer	29.63	30.82	32.04					
Mail Courier	16.38	16.94	17.69					
Mail Courier, Lead	16.94	17.69	18.35	19.03	19.77			
Materials Standards Specialist, Senior	33.16	34.40	35.78	37.18	38.69			
Mechanical Engineering Specialist, Assistant I	26.94	27.94	29.01	30.12	31.21			
Mechanical Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Mechanical Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Meter Reader	21.26	22.27	23.17	24.11	25.04			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Meter Reader, Senior	25.04	26.06	27.13	28.21	29.35			
Neighborhood District Coordinator	33.63	34.99	36.28	37.69	39.15			
Neighborhood District Coordinator, Supervisor	36.93	38.41	39.95	41.49	43.15			
Parking Pay Station Shop Supervisor	33.82	35.24	36.53					
Parking Pay Station Technician	26.73	27.85	28.89	29.95	31.17			
Parking Supervisor	23.05	23.84	24.80	25.72	26.75			
Permit Specialist	30.54	31.72	32.98	34.36	35.64			
Permit Specialist I	28.85	29.95	31.14	32.35	33.63			
Permit Specialist II	31.14	32.35	33.63	34.99	36.28			
Permit Specialist Entry	27.26	28.29	29.44	30.54	31.72			
Permit Specialist Senior**								
Permit Specialist, Supervisor	33.63	34.99	36.28	37.69	39.15			
Permit Specialist Trainee	21.72	23.00	24.23	25.46	26.75	28.02	29.24	30.44
Permit Technician	25.29	26.25	27.26	28.29	29.44			
Permit Technician Entry	22.60	23.43	24.28	25.29				
Permit Technician, Senior	27.26	28.29	29.44	30.54	31.72			
Photographer	26.05	27.10	28.13	29.23	30.41			
Photographer, Senior	29.23	30.41	31.53	32.75	34.05			
Power Analyst, Assistant	30.07	31.21	32.39	33.67	34.90			
Program Intake Representative	24.81	25.72	26.76	27.86	28.89			
Program Intake Representative Senior	26.75	27.82	28.85	29.95	31.14			
Property Rehabilitation Specialist	31.43	32.61	33.86	35.25	36.70			
Property Rehabilitation, Supervisor	36.74	38.09	39.59					
Real Property Agent	33.94	35.30	36.67	38.23	39.69			
Real Property Records, Supervisor	25.29	26.25	27.26	28.29	29.44			
Recreation Program Coordinator	29.95	31.14	32.35	33.63	34.99			
Recreation Program Specialist	25.72	26.75	27.82	28.85	29.95			
Recreation Program Specialist, Senior	28.29	29.44	30.54	31.72	32.98			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Recreation Programmer	22.60	23.43	24.28	25.29	26.25			
Research and Evaluation Assistant*	26.25	27.26	28.29	29.44	30.54			
Retirement Specialist	25.77	26.69	27.82	28.88	29.99			
Security Programs Specialist	31.14	32.35	33.63	34.99	36.28			
Site Developer Inspector	36.28	37.69	39.15	40.71	42.30			
Social Services Aide	19.46	20.12	21.03	21.77	22.60			
Solid Waste Field Representative I	27.56	28.62	29.69	30.91	32.08			
Solid Waste Field Representative II	30.50	31.67	32.86	34.15	35.40			
Solid Waste Field Representative, Lead	32.96	34.22	35.69	37.04	38.48			
Solid Waste Field Representative, Supervisor	35.69	37.04	38.48	39.99	41.58			
Supply and Inventory Technician	22.60	23.43	24.28	25.29	26.25			
Survey Party Chief	29.10	30.16	31.40	32.60	34.00			
Survey Party Chief, Assistant	26.03	26.99	28.03	29.10	30.16			
Survey Party Chief, Senior	31.40	32.60	34.00	35.28	36.66			
Surveyor, Assistant	23.18	24.06	25.00	26.03	26.99			
Title Examiner	25.29	26.25	27.26					
Title Records Technician	20.12	21.03	21.77	22.60	23.43			
Title Records Technician, Senior	22.60	23.43	24.28					
Tree Trimming Representative	31.11							
Utility Assistance Coordinator	27.17	28.22	29.28	30.47	31.61			
Utility Assistance, Supervisor	33.49	34.80	36.21	37.55	39.00			
Utility Service Representative	28.62	29.69	30.91	32.08	33.30			
Volunteer Programs Coordinator	26.75	27.82	28.85	29.95	31.14			
Water Laboratory Assistant	18.00	18.68	19.46	20.12	21.03			
Water Quality Analyst, Assistant	27.82	28.85	29.95	31.14	32.35			
Water Laboratory Technician	21.48	22.32	23.21	24.05	24.99			
Watershed Inspector	27.51	28.65	29.68	30.82	31.99			
Watershed Inspector, Senior	33.58	34.88	36.28					



	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Watershed Resources Technician	30.69	31.92	33.12	34.41	35.77			
Water System Operator	34.41	35.77	37.27	38.66	40.06			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

\*\*\*\*Effective April 1, 2015, consistent with Council Green Sheet 37-2-b-1 2014 passed as part of the 2015 Budget, the bottom step of the Dining Room Attendant's salary schedule shall be \$15.00 per hour.

## B.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	36.64	38.13	39.59	41.16	42.75			
Appraiser, Senior	39.93	41.52	43.15	44.75	46.50			
Aquarium Exhibits Designer	27.29	28.38	29.43	30.55	31.76			
Aquatic Center Coordinator	29.55	30.70	31.91	33.14	34.45			
Aquatic Center Coordinator, Assistant	26.86	27.94	29.04	30.11	31.28			
Bridge Electrical Maintenance Supervisor	41.65	43.33	45.02					
Bridge Maintenance General, Supervisor	33.97	35.33	36.80	38.17	39.55			
Bridge Operations Crew Chief	33.36	36.03						
Bridge Operations General, Supervisor***	36.80	38.17	39.60					
Bridge Operator	26.85	27.94	28.96					
Bridge Operator, Senior	28.37	29.43	30.56					
Cartographer	29.63	30.76	31.92	33.18	34.39			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cartographer, Senior	32.03	33.25	34.68	35.99	37.39			
Civil Engineering Specialist, Assistant I	27.71	28.78	29.87	31.08	32.24			
Civil Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			
Civil Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Civil Engineering Specialist, Associate	36.31	37.73	39.12	40.68	42.26			
Civil Engineering Technician	23.58	24.48	25.41	26.40	27.48			
Civil Rights Analyst	30.59	31.76	32.94	34.25	35.54			
Civil Rights Analyst Trainee	27.81	28.86	30.03	31.15	32.35			
Commercial Vehicle Enforcement Officer	27.53	28.59	29.68	30.76	32.03			
Community Service Center Coordinator	30.05	31.18	32.35	33.64	34.99			
Community Service Center, Supervisor	35.55	37.05	38.49	39.98	41.50			
Community Service Representative	28.82	29.90	31.10	32.27	33.49			
Contract Analyst	30.59	31.76	32.94	34.25	35.54			
Contract Analyst Senior	33.00	34.30	35.69	37.01	38.44			
Contracts and Concessions, Assistant	27.29	28.38	29.43	30.55	31.76			
Credit Representative	26.28	27.32	28.37	29.47	30.54			
Credit Representative, Senior	28.58	29.72	30.88	32.04	33.27			
Current Diversion Coordinator	33.64	35.05	36.35	37.67	39.18			
Dining Room Attendant	15.30	15.68	16.19	16.73	17.50			
Dining Room Attendant, Senior	16.49	17.11	17.80	18.45	19.19			
Drainage and Wastewater Specialist	34.92	36.30	37.76	39.25	40.71			
Electrical Engineering Design Specialist, Assistant II	32.55	33.82	35.09	36.50	37.92			
Electrical Engineering Design Specialist, Assistant III	35.09	36.50	37.92	39.46	40.97			
Electrical Engineering Specialist, Assistant I	27.48	28.50	29.59	30.72	31.83			
Electrical Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			
Electrical Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Electrical Engineering Specialist, Associate	36.31	37.73	39.12	40.68	42.26			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Electrical Service Representative	30.04	31.17	32.41	33.64	34.94			
Electrical Service Representative, Senior	32.41	33.64	34.94	36.34	37.84			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	26.78	27.81	28.86	30.03	31.15			
Energy Conservation Representative	26.55	27.53	28.59	29.68	30.76			
Energy Conservation Representative, Senior	28.59	29.68	30.76	32.03	33.25			
Engineering Aide	24.48	25.41	26.40	27.48	28.50			
Environmental Field Specialist	28.88	30.04	31.21	32.35	33.62			
Environmental Field Specialist, Senior	31.21	32.35	33.62	34.92	36.30			
Environmental Field, Supervisor	33.62	34.92	36.30	37.75	39.25			
Exhibits Design Coordinator	29.68	30.76	32.03	33.25	34.68			
Field Engineering Technician	23.58	24.48	25.41	26.40	27.48			
Graphic Aide	19.44	20.21	20.97	21.83	22.61			
Graphic Arts Designer	27.29	28.38	29.43	30.55	31.76			
Housing/Zoning Inspector	32.24	33.49	34.81	36.28	37.62			
Housing/Zoning Inspector, Senior	34.16	35.50	36.93	38.30	39.78			
Housing/Zoning Inspector, Supervisor	37.62	38.99	40.56	42.18	43.80			
Housing/Zoning Technician	24.74	25.62	26.69	27.71	28.78			
Housing/Zoning Technician, Senior	27.15	28.24	29.36	30.46	31.62			
Identification Technician	28.90	29.98	31.13	32.33	33.62			
Information Technology Technical Support	23.51	24.32	25.30	26.23	27.29			
Information Technology Technician	25.80	26.78	27.81	28.86	30.03			
Inspection Support Analyst	34.16	35.50	36.93	38.30	39.78			
Land Use Planner I	34.81	36.28	37.62	38.99	40.56			
Land Use Planner II	36.93	38.30	39.78	41.32	42.98			
Land Use Planner III	39.78	41.32	42.98	44.66	46.32			
Land Use Planner IV	42.18	43.80	45.55	47.26	49.04			
Landscape Designer	30.22	31.44	32.68					

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mail Courier	15.56	16.22	16.71	17.28	18.04			
Mail Courier, Lead	17.28	18.04	18.72	19.41	20.17			
Materials Standards Specialist, Senior	33.82	35.09	36.50	37.92	39.46			
Mechanical Engineering Specialist, Assistant I	27.48	28.50	29.59	30.72	31.83			
Mechanical Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			
Mechanical Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Meter Reader	21.69	22.72	23.63	24.59	25.54			
Meter Reader, Senior	25.54	26.58	27.67	28.77	29.94			
Neighborhood District Coordinator	34.30	35.69	37.01	38.44	39.93			
Neighborhood District Coordinator, Supervisor	37.67	39.18	40.75	42.32	44.01			
Parking Pay Station Shop Supervisor	34.50	35.94	37.26					
Parking Pay Station Technician	27.26	28.41	29.47	30.55	31.79			
Parking Supervisor	23.51	24.32	25.30	26.23	27.29			
Permit Specialist	31.15	32.35	33.64	35.05	36.35			
Permit Specialist I	29.43	30.55	31.76	33.00	34.30			
Permit Specialist II	31.76	33.00	34.30	35.69	37.01			
Permit Specialist Entry	27.81	28.86	30.03	31.15	32.35			
Permit Specialist Senior**								
Permit Specialist, Supervisor	34.30	35.69	37.01	38.44	39.93			
Permit Specialist Trainee	22.15	23.46	24.71	25.97	27.29	28.58	29.82	31.05
Permit Technician	25.80	26.78	27.81	28.86	30.03			
Permit Technician Entry	23.05	23.90	24.77	25.80				
Permit Technician, Senior	27.81	28.86	30.03	31.15	32.35			
Photographer	26.57	27.64	28.69	29.81	31.02			
Photographer, Senior	29.81	31.02	32.16	33.41	34.73			
Power Analyst, Assistant	30.67	31.83	33.04	34.34	35.60			
Program Intake Representative	25.31	26.23	27.30	28.42	29.47			
Program Intake Representative Senior	27.29	28.38	29.43	30.55	31.76			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Property Rehabilitation Specialist	32.06	33.26	34.54	35.96	37.43			
Property Rehabilitation, Supervisor	37.47	38.85	40.38					
Real Property Agent	34.62	36.01	37.40	38.99	40.48			
Real Property Records, Supervisor	25.80	26.78	27.81	28.86	30.03			
Recreation Program Coordinator	30.55	31.76	33.00	34.30	35.69			
Recreation Program Specialist	26.23	27.29	28.38	29.43	30.55			
Recreation Program Specialist, Senior	28.86	30.03	31.15	32.35	33.64			
Recreation Programmer	23.05	23.90	24.77	25.80	26.78			
Research and Evaluation Assistant*	26.78	27.81	28.86	30.03	31.15			
Retirement Specialist	26.29	27.22	28.38	29.46	30.59			
Security Programs Specialist	31.76	33.00	34.30	35.69	37.01			
Site Developer Inspector	37.01	38.44	39.93	41.52	43.15			
Social Services Aide	19.85	20.52	21.45	22.21	23.05			
Solid Waste Field Representative I	28.11	29.19	30.28	31.53	32.72			
Solid Waste Field Representative II	31.11	32.30	33.52	34.83	36.11			
Solid Waste Field Representative, Lead	33.62	34.90	36.40	37.78	39.25			
Solid Waste Field Representative, Supervisor	36.40	37.78	39.25	40.79	42.41			
Supply and Inventory Technician	23.05	23.90	24.77	25.80	26.78			
Survey Party Chief	29.68	30.76	32.03	33.25	34.68			
Survey Party Chief, Assistant	26.55	27.53	28.59	29.68	30.76			
Survey Party Chief, Senior	32.03	33.25	34.68	35.99	37.39			
Surveyor, Assistant	23.64	24.54	25.50	26.55	27.53			
Title Examiner	25.80	26.78	27.81					
Title Records Technician	20.52	21.45	22.21	23.05	23.90			
Title Records Technician, Senior	23.05	23.90	24.77					
Tree Trimming Representative	31.73							
Utility Assistance Coordinator	27.71	28.78	29.87	31.08	32.24			
Utility Assistance, Supervisor	34.16	35.50	36.93	38.30	39.78			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Utility Service Representative	29.19	30.28	31.53	32.72	33.97			
Volunteer Programs Coordinator	27.29	28.38	29.43	30.55	31.76			
Water Laboratory Assistant	18.36	19.05	19.85	20.52	21.45			
Water Quality Analyst, Assistant	28.38	29.43	30.55	31.76	33.00			
Water Laboratory Technician	21.91	22.77	23.67	24.53	25.49			
Watershed Inspector	28.06	29.22	30.27	31.44	32.63			
Watershed Inspector, Senior	34.25	35.58	37.01					
Watershed Resources Technician	31.30	32.56	33.78	35.10	36.49			
Water System Operator	35.10	36.49	38.02	39.43	40.86			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

### B.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	37.56	39.08	40.58	42.19	43.82			
Appraiser, Senior	40.93	42.56	44.23	45.87	47.66			
Aquarium Exhibits Designer	27.97	29.09	30.17	31.31	32.55			
Aquatic Center Coordinator	30.29	31.47	32.71	33.97	35.31			
Aquatic Center Coordinator, Assistant	27.53	28.64	29.77	30.86	32.06			
Bridge Electrical Maintenance Supervisor	42.69	44.41	46.15					

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Maintenance General, Supervisor	34.82	36.21	37.72	39.12	40.54			
Bridge Operations Crew Chief	34.19	36.93						
Bridge Operations General, Supervisor***	37.72	39.12	40.59					
Bridge Operator	27.52	28.64	29.68					
Bridge Operator, Senior	29.08	30.17	31.32					
Cartographer	30.37	31.53	32.72	34.01	35.25			
Cartographer, Senior	32.83	34.08	35.55	36.89	38.32			
Civil Engineering Specialist, Assistant I	28.40	29.50	30.62	31.86	33.05			
Civil Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Civil Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Civil Engineering Specialist, Associate	37.22	38.67	40.10	41.70	43.32			
Civil Engineering Technician	24.17	25.09	26.05	27.06	28.17			
Civil Rights Analyst	31.35	32.55	33.76	35.11	36.43			
Civil Rights Analyst Trainee	28.51	29.58	30.78	31.93	33.16			
Commercial Vehicle Enforcement Officer	28.22	29.30	30.42	31.53	32.83			
Community Service Center Coordinator	30.80	31.96	33.16	34.48	35.86			
Community Service Center, Supervisor	36.44	37.98	39.45	40.98	42.54			
Community Service Representative	29.54	30.65	31.88	33.08	34.33			
Contract Analyst	31.35	32.55	33.76	35.11	36.43			
Contract Analyst Senior	33.83	35.16	36.58	37.94	39.40			
Contracts and Concessions, Assistant	27.97	29.09	30.17	31.31	32.55			
Credit Representative	26.94	28.00	29.08	30.21	31.30			
Credit Representative, Senior	29.29	30.46	31.65	32.84	34.10			
Current Diversion Coordinator	34.48	35.93	37.26	38.61	40.16			
Dining Room Attendant	15.68	16.07	16.59	17.15	17.94			
Dining Room Attendant, Senior	16.90	17.54	18.25	18.91	19.67			
Drainage and Wastewater Specialist	35.79	37.21	38.70	40.23	41.73			
Electrical Engineering Design Specialist,	33.36	34.67	35.97	37.41	38.87			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant II								
Electrical Engineering Design Specialist, Assistant III	35.97	37.41	38.87	40.45	41.99			
Electrical Engineering Specialist, Assistant I	28.17	29.21	30.33	31.49	32.63			
Electrical Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Electrical Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Electrical Engineering Specialist, Associate	37.22	38.67	40.10	41.70	43.32			
Electrical Service Representative	30.79	31.95	33.22	34.48	35.81			
Electrical Service Representative, Senior	33.22	34.48	35.81	37.25	38.79			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	27.45	28.51	29.58	30.78	31.93			
Energy Conservation Representative	27.21	28.22	29.30	30.42	31.53			
Energy Conservation Representative, Senior	29.30	30.42	31.53	32.83	34.08			
Engineering Aide	25.09	26.05	27.06	28.17	29.21			
Environmental Field Specialist	29.60	30.79	31.99	33.16	34.46			
Environmental Field Specialist, Senior	31.99	33.16	34.46	35.79	37.21			
Environmental Field, Supervisor	34.46	35.79	37.21	38.69	40.23			
Exhibits Design Coordinator	30.42	31.53	32.83	34.08	35.55			
Field Engineering Technician	24.17	25.09	26.05	27.06	28.17			
Graphic Aide	19.93	20.72	21.49	22.38	23.18			
Graphic Arts Designer	27.97	29.09	30.17	31.31	32.55			
Housing/Zoning Inspector	33.05	34.33	35.68	37.19	38.56			
Housing/Zoning Inspector, Senior	35.01	36.39	37.85	39.26	40.77			
Housing/Zoning Inspector, Supervisor	38.56	39.96	41.57	43.23	44.90			
Housing/Zoning Technician	25.36	26.26	27.36	28.40	29.50			
Housing/Zoning Technician, Senior	27.83	28.95	30.09	31.22	32.41			
Identification Technician	29.62	30.73	31.91	33.14	34.46			
Information Technology Technical Support	24.10	24.93	25.93	26.89	27.97			



	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Information Technology Technician	26.45	27.45	28.51	29.58	30.78			
Inspection Support Analyst	35.01	36.39	37.85	39.26	40.77			
Land Use Planner I	35.68	37.19	38.56	39.96	41.57			
Land Use Planner II	37.85	39.26	40.77	42.35	44.05			
Land Use Planner III	40.77	42.35	44.05	45.78	47.48			
Land Use Planner IV	43.23	44.90	46.69	48.44	50.27			
Landscape Designer	30.98	32.23	33.50					
Mail Courier	17.13	17.71	18.49					
Mail Courier, Lead	17.71	18.49	19.19	19.90	20.67			
Materials Standards Specialist, Senior	34.67	35.97	37.41	38.87	40.45			
Mechanical Engineering Specialist, Assistant I	28.17	29.21	30.33	31.49	32.63			
Mechanical Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Mechanical Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Meter Reader	22.23	23.29	24.22	25.20	26.18			
Meter Reader, Senior	26.18	27.24	28.36	29.49	30.69			
Neighborhood District Coordinator	35.16	36.58	37.94	39.40	40.93			
Neighborhood District Coordinator, Supervisor	38.61	40.16	41.77	43.38	45.11			
Parking Pay Station Shop Supervisor	35.36	36.84	38.19					
Parking Pay Station Technician	27.94	29.12	30.21	31.31	32.58			
Parking Supervisor	24.10	24.93	25.93	26.89	27.97			
Permit Specialist	31.93	33.16	34.48	35.93	37.26			
Permit Specialist I	30.17	31.31	32.55	33.83	35.16			
Permit Specialist II	32.55	33.83	35.16	36.58	37.94			
Permit Specialist Entry	28.51	29.58	30.78	31.93	33.16			
Permit Specialist Senior**								
Permit Specialist, Supervisor	35.16	36.58	37.94	39.40	40.93			
Permit Specialist Trainee	22.70	24.05	25.33	26.62	27.97	29.29	30.57	31.83
Permit Technician	26.45	27.45	28.51	29.58	30.78			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Permit Technician Entry	23.63	24.50	25.39	26.45				
Permit Technician, Senior	28.51	29.58	30.78	31.93	33.16			
Photographer	27.23	28.33	29.41	30.56	31.80			
Photographer, Senior	30.56	31.80	32.96	34.25	35.60			
Power Analyst, Assistant	31.44	32.63	33.87	35.20	36.49			
Program Intake Representative	25.94	26.89	27.98	29.13	30.21			
Program Intake Representative Senior	27.97	29.09	30.17	31.31	32.55			
Property Rehabilitation Specialist	32.86	34.09	35.40	36.86	38.37			
Property Rehabilitation, Supervisor	38.41	39.82	41.39					
Real Property Agent	35.49	36.91	38.34	39.96	41.49			
Real Property Records, Supervisor	26.45	27.45	28.51	29.58	30.78			
Recreation Program Coordinator	31.31	32.55	33.83	35.16	36.58			
Recreation Program Specialist	26.89	27.97	29.09	30.17	31.31			
Recreation Program Specialist, Senior	29.58	30.78	31.93	33.16	34.48			
Recreation Programmer	23.63	24.50	25.39	26.45	27.45			
Research and Evaluation Assistant*	27.45	28.51	29.58	30.78	31.93			
Retirement Specialist	26.95	27.90	29.09	30.20	31.35			
Security Programs Specialist	32.55	33.83	35.16	36.58	37.94			
Site Developer Inspector	37.94	39.40	40.93	42.56	44.23			
Social Services Aide	20.35	21.03	21.99	22.77	23.63			
Solid Waste Field Representative I	28.81	29.92	31.04	32.32	33.54			
Solid Waste Field Representative II	31.89	33.11	34.36	35.70	37.01			
Solid Waste Field Representative, Lead	34.46	35.77	37.31	38.72	40.23			
Solid Waste Field Representative, Supervisor	37.31	38.72	40.23	41.81	43.47			
Supply and Inventory Technician	23.63	24.50	25.39	26.45	27.45			
Survey Party Chief	30.42	31.53	32.83	34.08	35.55			
Survey Party Chief, Assistant	27.21	28.22	29.30	30.42	31.53			
Survey Party Chief, Senior	32.83	34.08	35.55	36.89	38.32			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Surveyor, Assistant	24.23	25.15	26.14	27.21	28.22			
Title Examiner	26.45	27.45	28.51					
Title Records Technician	21.03	21.99	22.77	23.63	24.50			
Title Records Technician, Senior	23.63	24.50	25.39					
Tree Trimming Representative	32.52							
Utility Assistance Coordinator	28.40	29.50	30.62	31.86	33.05			
Utility Assistance, Supervisor	35.01	36.39	37.85	39.26	40.77			
Utility Service Representative	29.92	31.04	32.32	33.54	34.82			
Volunteer Programs Coordinator	27.97	29.09	30.17	31.31	32.55			
Water Laboratory Assistant	18.82	19.53	20.35	21.03	21.99			
Water Quality Analyst, Assistant	29.09	30.17	31.31	32.55	33.83			
Water Laboratory Technician	22.46	23.34	24.26	25.14	26.13			
Watershed Inspector	28.76	29.95	31.03	32.23	33.45			
Watershed Inspector, Senior	35.11	36.47	37.94					
Watershed Resources Technician	32.08	33.37	34.62	35.98	37.40			
Water System Operator	35.98	37.40	38.97	40.42	41.88			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

#### B.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	38.59	40.15	41.70	43.35	45.03			
Appraiser, Senior	42.06	43.73	45.45	47.13	48.97			
Aquarium Exhibits Designer	28.74	29.89	31.00	32.17	33.45			
Aquatic Center Coordinator	31.12	32.34	33.61	34.90	36.28			
Aquatic Center Coordinator, Assistant	28.29	29.43	30.59	31.71	32.94			
Bridge Electrical Maintenance Supervisor	43.86	45.63	47.42					
Bridge Maintenance General, Supervisor	35.78	37.21	38.76	40.20	41.65			
Bridge Operations Crew Chief	35.13	37.95						
Bridge Operations General, Supervisor***	38.76	40.20	41.71					
Bridge Operator	28.28	29.43	30.50					
Bridge Operator, Senior	29.88	31.00	32.18					
Cartographer	31.21	32.40	33.62	34.95	36.22			
Cartographer, Senior	33.73	35.02	36.53	37.90	39.37			
Civil Engineering Specialist, Assistant I	29.18	30.31	31.46	32.74	33.96			
Civil Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Civil Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Civil Engineering Specialist, Associate	38.24	39.73	41.20	42.85	44.51			
Civil Engineering Technician	24.83	25.78	26.77	27.80	28.94			
Civil Rights Analyst	32.21	33.45	34.69	36.08	37.43			
Civil Rights Analyst Trainee	29.29	30.39	31.63	32.81	34.07			
Commercial Vehicle Enforcement Officer	29.00	30.11	31.26	32.40	33.73			
Community Service Center Coordinator	31.65	32.84	34.07	35.43	36.85			
Community Service Center, Supervisor	37.44	39.02	40.53	42.11	43.71			
Community Service Representative	30.35	31.49	32.76	33.99	35.27			
Contract Analyst	32.21	33.45	34.69	36.08	37.43			
Contract Analyst Senior	34.76	36.13	37.59	38.98	40.48			
Contracts and Concessions, Assistant	28.74	29.89	31.00	32.17	33.45			
Credit Representative	27.68	28.77	29.88	31.04	32.16			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Credit Representative, Senior	30.10	31.30	32.52	33.74	35.04			
Current Diversion Coordinator	35.43	36.92	38.28	39.67	41.26			
Dining Room Attendant	16.11	16.51	17.05	17.62	18.43			
Dining Room Attendant, Senior	17.36	18.02	18.75	19.43	20.21			
Drainage and Wastewater Specialist	36.77	38.23	39.76	41.34	42.88			
Electrical Engineering Design Specialist, Assistant II	34.28	35.62	36.96	38.44	39.94			
Electrical Engineering Design Specialist, Assistant III	36.96	38.44	39.94	41.56	43.14			
Electrical Engineering Specialist, Assistant I	28.94	30.01	31.16	32.36	33.53			
Electrical Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Electrical Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Electrical Engineering Specialist, Associate	38.24	39.73	41.20	42.85	44.51			
Electrical Service Representative	31.64	32.83	34.13	35.43	36.79			
Electrical Service Representative, Senior	34.13	35.43	36.79	38.27	39.86			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	28.20	29.29	30.39	31.63	32.81			
Energy Conservation Representative	27.96	29.00	30.11	31.26	32.40			
Energy Conservation Representative, Senior	30.11	31.26	32.40	33.73	35.02			
Engineering Aide	25.78	26.77	27.80	28.94	30.01			
Environmental Field Specialist	30.41	31.64	32.87	34.07	35.41			
Environmental Field Specialist, Senior	32.87	34.07	35.41	36.77	38.23			
Environmental Field, Supervisor	35.41	36.77	38.23	39.75	41.34			
Exhibits Design Coordinator	31.26	32.40	33.73	35.02	36.53			
Field Engineering Technician	24.83	25.78	26.77	27.80	28.94			
Graphic Aide	20.48	21.29	22.08	23.00	23.82			
Graphic Arts Designer	28.74	29.89	31.00	32.17	33.45			
Housing/Zoning Inspector	33.96	35.27	36.66	38.21	39.62			
Housing/Zoning Inspector, Senior	35.97	37.39	38.89	40.34	41.89			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Housing/Zoning Inspector, Supervisor	39.62	41.06	42.71	44.42	46.13			
Housing/Zoning Technician	26.06	26.98	28.11	29.18	30.31			
Housing/Zoning Technician, Senior	28.60	29.75	30.92	32.08	33.30			
Identification Technician	30.43	31.58	32.79	34.05	35.41			
Information Technology Technical Support	24.76	25.62	26.64	27.63	28.74			
Information Technology Technician	27.18	28.20	29.29	30.39	31.63			
Inspection Support Analyst	35.97	37.39	38.89	40.34	41.89			
Land Use Planner I	36.66	38.21	39.62	41.06	42.71			
Land Use Planner II	38.89	40.34	41.89	43.51	45.26			
Land Use Planner III	41.89	43.51	45.26	47.04	48.79			
Land Use Planner IV	44.42	46.13	47.97	49.77	51.65			
Landscape Designer	31.83	33.12	34.42					
Mail Courier	17.60	18.20	19.00					
Mail Courier, Lead	18.20	19.00	19.72	20.45	21.24			
Materials Standards Specialist, Senior	35.62	36.96	38.44	39.94	41.56			
Mechanical Engineering Specialist, Assistant I	28.94	30.01	31.16	32.36	33.53			
Mechanical Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Mechanical Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Meter Reader	22.84	23.93	24.89	25.89	26.90			
Meter Reader, Senior	26.90	27.99	29.14	30.30	31.53			
Neighborhood District Coordinator	36.13	37.59	38.98	40.48	42.06			
Neighborhood District Coordinator, Supervisor	39.67	41.26	42.92	44.57	46.35			
Parking Pay Station Shop Supervisor	36.33	37.85	39.24					
Parking Pay Station Technician	28.71	29.92	31.04	32.17	33.48			
Parking Supervisor	24.76	25.62	26.64	27.63	28.74			
Permit Specialist	32.81	34.07	35.43	36.92	38.28			
Permit Specialist I	31.00	32.17	33.45	34.76	36.13			
Permit Specialist II	33.45	34.76	36.13	37.59	38.98			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Permit Specialist Entry	29.29	30.39	31.63	32.81	34.07			
Permit Specialist Senior**								
Permit Specialist, Supervisor	36.13	37.59	38.98	40.48	42.06			
Permit Specialist Trainee	23.32	24.71	26.03	27.35	28.74	30.10	31.41	32.71
Permit Technician	27.18	28.20	29.29	30.39	31.63			
Permit Technician Entry	24.28	25.17	26.09	27.18				
Permit Technician, Senior	29.29	30.39	31.63	32.81	34.07			
Photographer	27.98	29.11	30.22	31.40	32.67			
Photographer, Senior	31.40	32.67	33.87	35.19	36.58			
Power Analyst, Assistant	32.30	33.53	34.80	36.17	37.49			
Program Intake Representative	26.65	27.63	28.75	29.93	31.04			
Program Intake Representative Senior	28.74	29.89	31.00	32.17	33.45			
Property Rehabilitation Specialist	33.76	35.03	36.37	37.87	39.43			
Property Rehabilitation, Supervisor	39.47	40.92	42.53					
Real Property Agent	36.47	37.93	39.39	41.06	42.63			
Real Property Records, Supervisor	27.18	28.20	29.29	30.39	31.63			
Recreation Program Coordinator	32.17	33.45	34.76	36.13	37.59			
Recreation Program Specialist	27.63	28.74	29.89	31.00	32.17			
Recreation Program Specialist, Senior	30.39	31.63	32.81	34.07	35.43			
Recreation Programmer	24.28	25.17	26.09	27.18	28.20			
Research and Evaluation Assistant*	28.20	29.29	30.39	31.63	32.81			
Retirement Specialist	27.69	28.67	29.89	31.03	32.21			
Security Programs Specialist	33.45	34.76	36.13	37.59	38.98			
Site Developer Inspector	38.98	40.48	42.06	43.73	45.45			
Social Services Aide	20.91	21.61	22.59	23.40	24.28			
Solid Waste Field Representative I	29.60	30.74	31.89	33.21	34.46			
Solid Waste Field Representative II	32.77	34.02	35.30	36.68	38.03			
Solid Waste Field Representative, Lead	35.41	36.75	38.34	39.78	41.34			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Solid Waste Field Representative, Supervisor	38.34	39.78	41.34	42.96	44.67			
Supply and Inventory Technician	24.28	25.17	26.09	27.18	28.20			
Survey Party Chief	31.26	32.40	33.73	35.02	36.53			
Survey Party Chief, Assistant	27.96	29.00	30.11	31.26	32.40			
Survey Party Chief, Senior	33.73	35.02	36.53	37.90	39.37			
Surveyor, Assistant	24.90	25.84	26.86	27.96	29.00			
Title Examiner	25.17	26.09	27.18	28.20	29.29			
Title Records Technician	21.61	22.59	23.40	24.28	25.17			
Title Records Technician, Senior	24.28	25.17	26.09					
Tree Trimming Representative	33.41							
Utility Assistance Coordinator	29.18	30.31	31.46	32.74	33.96			
Utility Assistance, Supervisor	35.97	37.39	38.89	40.34	41.89			
Utility Service Representative	30.74	31.89	33.21	34.46	35.78			
Volunteer Programs Coordinator	28.74	29.89	31.00	32.17	33.45			
Water Laboratory Assistant	19.34	20.07	20.91	21.61	22.59			
Water Quality Analyst, Assistant	29.89	31.00	32.17	33.45	34.76			
Water Laboratory Technician	23.08	23.98	24.93	25.83	26.85			
Watershed Inspector	29.55	30.77	31.88	33.12	34.37			
Watershed Inspector, Senior	36.08	37.47	38.98					
Watershed Resources Technician	32.96	34.29	35.57	36.97	38.43			
Water System Operator	36.97	38.43	40.04	41.53	43.03			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the



Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

- B.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix C

Senior Business Unit

C.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	24.28	25.29	26.25	27.26	28.29
Customer Service Representative, Supervisor	27.07	28.10	29.17	30.31	31.52
Electrical Service Representative, Supervising	35.63	37.10	38.48	39.89	41.48
Energy Management Analyst Supervisor	45.73	47.56	49.40	51.36	53.26
Meter Reader, Supervisor	28.21	29.35	30.53	31.73	32.98
Parking Enforcement Officer Supervisor	28.78	29.86	31.00	32.23	33.49
Utility Account Representative Supervisor I	29.95	31.14	32.37	33.65	35.05
Utility Account Representative Supervisor II	32.37	33.65	35.05	36.34	37.69
Utility Accounts, Supervisor	28.85	29.95	31.14	32.35	33.63
Utility Collection Supervisor, Assistant	27.26	28.29	29.44	30.54	31.72

C.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	24.77	25.80	26.78	27.81	28.86
Customer Service Representative, Supervisor	27.61	28.66	29.75	30.92	32.15
Electrical Service Representative, Supervising	36.34	37.84	39.25	40.69	42.31
Energy Management Analyst Supervisor	46.64	48.51	50.39	52.39	54.33
Meter Reader, Supervisor	28.77	29.94	31.14	32.36	33.64
Parking Enforcement Officer Supervisor	29.36	30.46	31.62	32.87	34.16

	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Account Representative Supervisor I	30.55	31.76	33.02	34.32	35.75
Utility Account Representative Supervisor II	33.02	34.32	35.75	37.07	38.44
Utility Accounts, Supervisor	29.43	30.55	31.76	33.00	34.30
Utility Collection Supervisor, Assistant	27.81	28.86	30.03	31.15	32.35

C.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	25.39	26.45	27.45	28.51	29.58
Customer Service Representative, Supervisor	28.30	29.38	30.49	31.69	32.95
Electrical Service Representative, Supervising	37.25	38.79	40.23	41.71	43.37
Energy Management Analyst Supervisor	47.81	49.72	51.65	53.70	55.69
Meter Reader, Supervisor	29.49	30.69	31.92	33.17	34.48
Parking Enforcement Officer Supervisor	30.09	31.22	32.41	33.69	35.01
Utility Account Representative Supervisor I	31.31	32.55	33.85	35.18	36.64
Utility Account Representative Supervisor II	33.85	35.18	36.64	38.00	39.40
Utility Accounts, Supervisor	30.17	31.31	32.55	33.83	35.16
Utility Collection Supervisor, Assistant	28.51	29.58	30.78	31.93	33.16

C.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	26.09	27.18	28.20	29.29	30.39
Customer Service Representative, Supervisor	29.08	30.19	31.33	32.56	33.86
Electrical Service Representative, Supervising	38.27	39.86	41.34	42.86	44.56
Energy Management Analyst Supervisor	49.12	51.09	53.07	55.18	57.22
Meter Reader, Supervisor	30.30	31.53	32.80	34.08	35.43
Parking Enforcement Officer Supervisor	30.92	32.08	33.30	34.62	35.97

	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Account Representative Supervisor I	32.17	33.45	34.78	36.15	37.65
Utility Account Representative Supervisor II	34.78	36.15	37.65	39.05	40.48
Utility Accounts, Supervisor	31.00	32.17	33.45	34.76	36.13
Utility Collection Supervisor, Assistant	29.29	30.39	31.63	32.81	34.07

C.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix D

Senior Professional Unit

D.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	41.35	42.94	44.66	46.33	48.08
Civil Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Civil Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Civil Engineering Specialist, Senior	41.70	43.38	45.00	46.72	
Civil Engineering Specialist, Supervisor	43.70	45.36	47.06	48.91	
Contract Payments, Supervisor	40.37	41.91	43.52	45.27	46.98
Economist, Senior	41.35	42.94	44.66	46.33	48.08
Electrical Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Electrical Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Electrical Engineering Specialist, Senior	41.70	43.38	45.00	46.72	
Electrical Engineering Specialist, Supervisor	43.70	45.36	47.06	48.91	
Electrical Power Systems Engineer	49.37	51.51	53.67	55.81	57.95
Electrical Power Systems Engineer, Principal	51.23	53.49	55.70	57.93	60.15
Electrical Power Systems Engineer, Principal - Premium	56.36	58.82	61.28	63.71	66.17
Electrical Power Systems Engineer - Premium	53.50	55.80	58.15	60.47	62.80
Electrical Power Systems Engineer, Principal - Merit	62.37	64.60			
Electrical Power Systems Engineer, Principal - Premium Merit	66.29	68.69			
Electrical Power Systems Engineer - Merit	59.19	61.31			
Electrical Power Systems Engineer - Premium Merit	65.12	67.43			
Electrical Service Engineer	41.79	43.38	45.04	46.85	48.62

	Step 1	Step 2	Step 3	Step 4	Step 5
Geo-Technical Engineer	40.51	42.14	43.78	45.41	47.19
Landscape Architect, Senior	41.35	42.94	44.66	46.33	48.08
Mapping Supervisor	40.37	41.91	43.52	45.27	46.98
Materials Engineer, Senior	45.30	47.03	48.84	50.79	52.71
Materials/GeoTechnical Engineering, Supervisor	45.30	47.03	48.84	50.79	52.71
Mechanical Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Mechanical Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Mechanical Plans Engineer, Senior	46.36	48.15	49.95	51.92	53.81
Mechanical Plans Engineer, Supervisor	49.46	51.33	53.34	55.25	57.38
Permit Process Leader	39.95	41.49	43.15	44.76	46.46
Power Analyst, Senior	41.79	43.38	45.04	46.85	48.62
Power Resource Engineer, Senior	41.79	43.38	45.04	46.85	48.62
Structural Plans Engineer, Senior	46.36	48.15	49.95	51.92	53.81
Structural Plans Engineer, Supervisor	49.46	51.33	53.34	55.25	57.38
Surveyor, Chief	41.79	43.38	45.04	46.85	48.62
Transportation Planner Senior	41.35	42.94	44.66	46.33	48.08

D.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	42.18	43.80	45.55	47.26	49.04
Civil Engineer, Senior	47.73	49.54	51.42	53.52	55.57
Civil Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Civil Engineering Specialist, Senior	42.53	44.25	45.90	47.65	
Civil Engineering Specialist, Supervisor	44.57	46.27	48.00	49.89	
Contract Payments, Supervisor	41.18	42.75	44.39	46.18	47.92
Economist, Senior	42.18	43.80	45.55	47.26	49.04
Electrical Engineer, Senior	47.73	49.54	51.42	53.52	55.57

	Step 1	Step 2	Step 3	Step 4	Step 5
Electrical Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Electrical Engineering Specialist, Senior	42.53	44.25	45.90	47.65	
Electrical Engineering Specialist, Supervisor	44.57	46.27	48.00	49.89	
Electrical Power Systems Engineer	50.36	52.54	54.74	56.93	59.11
Electrical Power Systems Engineer, Principal	52.25	54.56	56.81	59.09	61.35
Electrical Power Systems Engineer, Principal - Premium	57.49	60.00	62.51	64.98	67.49
Electrical Power Systems Engineer - Premium	54.57	56.92	59.31	61.68	64.06
Electrical Power Systems Engineer, Principal - Merit	63.62	65.89			
Electrical Power Systems Engineer, Principal - Premium Merit	67.62	70.06			
Electrical Power Systems Engineer - Merit	60.37	62.54			
Electrical Power Systems Engineer - Premium Merit	66.42	68.78			
Electrical Service Engineer	42.63	44.25	45.94	47.79	49.59
Geo-Technical Engineer	41.32	42.98	44.66	46.32	48.13
Landscape Architect, Senior	42.18	43.80	45.55	47.26	49.04
Mapping Supervisor	41.18	42.75	44.39	46.18	47.92
Materials Engineer, Senior	46.21	47.97	49.82	51.81	53.76
Materials/GeoTechnical Engineering, Supervisor	46.21	47.97	49.82	51.81	53.76
Mechanical Engineer, Senior	47.73	49.54	51.42	53.52	55.57
Mechanical Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Mechanical Plans Engineer, Senior	47.29	49.11	50.95	52.96	54.89
Mechanical Plans Engineer, Supervisor	50.45	52.36	54.41	56.36	58.53
Permit Process Leader	40.75	42.32	44.01	45.66	47.39
Power Analyst, Senior	42.63	44.25	45.94	47.79	49.59
Power Resource Engineer, Senior	42.63	44.25	45.94	47.79	49.59
Structural Plans Engineer, Senior	47.29	49.11	50.95	52.96	54.89
Structural Plans Engineer, Supervisor	50.45	52.36	54.41	56.36	58.53
Surveyor, Chief	42.63	44.25	45.94	47.79	49.59

	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner Senior	42.18	43.80	45.55	47.26	49.04

D.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	43.23	44.90	46.69	48.44	50.27
Civil Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Civil Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Civil Engineering Specialist, Senior	43.59	45.36	47.05	48.84	
Civil Engineering Specialist, Supervisor	45.68	47.43	49.20	51.14	
Contract Payments, Supervisor	42.21	43.82	45.50	47.33	49.12
Economist, Senior	43.23	44.90	46.69	48.44	50.27
Electrical Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Electrical Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Electrical Engineering Specialist, Senior	43.59	45.36	47.05	48.84	
Electrical Engineering Specialist, Supervisor	45.68	47.43	49.20	51.14	
Electrical Power Systems Engineer	51.62	53.85	56.11	58.35	60.59
Electrical Power Systems Engineer, Principal	53.56	55.92	58.23	60.57	62.88
Electrical Power Systems Engineer, Principal - Premium	58.93	61.50	64.07	66.60	69.18
Electrical Power Systems Engineer - Premium	55.93	58.34	60.79	63.22	65.66
Electrical Power Systems Engineer, Principal - Merit	65.21	67.54			
Electrical Power Systems Engineer, Principal - Premium Merit	69.31	71.81			
Electrical Power Systems Engineer - Merit	61.88	64.10			
Electrical Power Systems Engineer - Premium Merit	68.08	70.50			
Electrical Service Engineer	43.70	45.36	47.09	48.98	50.83
Geo-Technical Engineer	42.35	44.05	45.78	47.48	49.33
Landscape Architect, Senior	43.23	44.90	46.69	48.44	50.27
Mapping Supervisor	42.21	43.82	45.50	47.33	49.12



	Step 1	Step 2	Step 3	Step 4	Step 5
Materials Engineer, Senior	47.37	49.17	51.07	53.11	55.10
Materials/GeoTechnical Engineering, Supervisor	47.37	49.17	51.07	53.11	55.10
Mechanical Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Mechanical Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Mechanical Plans Engineer, Senior	48.47	50.34	52.22	54.28	56.26
Mechanical Plans Engineer, Supervisor	51.71	53.67	55.77	57.77	59.99
Permit Process Leader	41.77	43.38	45.11	46.80	48.57
Power Analyst, Senior	43.70	45.36	47.09	48.98	50.83
Power Resource Engineer, Senior	43.70	45.36	47.09	48.98	50.83
Structural Plans Engineer, Senior	48.47	50.34	52.22	54.28	56.26
Structural Plans Engineer, Supervisor	51.71	53.67	55.77	57.77	59.99
Surveyor, Chief	43.70	45.36	47.09	48.98	50.83
Transportation Planner Senior	43.23	44.90	46.69	48.44	50.27

D.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	44.42	46.13	47.97	49.77	51.65
Civil Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Civil Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Civil Engineering Specialist, Senior	44.79	46.61	48.34	50.18	
Civil Engineering Specialist, Supervisor	46.94	48.73	50.55	52.55	
Contract Payments, Supervisor	43.37	45.03	46.75	48.63	50.47
Economist, Senior	44.42	46.13	47.97	49.77	51.65
Electrical Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Electrical Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Electrical Engineering Specialist, Senior	44.79	46.61	48.34	50.18	

	Step 1	Step 2	Step 3	Step 4	Step 5
Electrical Engineering Specialist, Supervisor	46.94	48.73	50.55	52.55	
Electrical Power Systems Engineer	53.04	55.33	57.65	59.95	62.26
Electrical Power Systems Engineer, Principal	55.03	57.46	59.83	62.24	64.61
Electrical Power Systems Engineer, Principal - Premium	60.55	63.19	65.83	68.43	71.08
Electrical Power Systems Engineer - Premium	57.47	59.94	62.46	64.96	67.47
Electrical Power Systems Engineer, Principal - Merit	67.00	69.40			
Electrical Power Systems Engineer, Principal - Premium Merit	71.22	73.78			
Electrical Power Systems Engineer - Merit	63.58	65.86			
Electrical Power Systems Engineer - Premium Merit	69.95	72.44			
Electrical Service Engineer	44.90	46.61	48.38	50.33	52.23
Geo-Technical Engineer	43.51	45.26	47.04	48.79	50.69
Landscape Architect, Senior	44.42	46.13	47.97	49.77	51.65
Mapping Supervisor	43.37	45.03	46.75	48.63	50.47
Materials Engineer, Senior	48.67	50.52	52.47	54.57	56.62
Materials/GeoTechnical Engineering, Supervisor	48.67	50.52	52.47	54.57	56.62
Mechanical Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Mechanical Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Mechanical Plans Engineer, Senior	49.80	51.72	53.66	55.77	57.81
Mechanical Plans Engineer, Supervisor	53.13	55.15	57.30	59.36	61.64
Permit Process Leader	42.92	44.57	46.35	48.09	49.91
Power Analyst, Senior	44.90	46.61	48.38	50.33	52.23
Power Resource Engineer, Senior	44.90	46.61	48.38	50.33	52.23
Structural Plans Engineer, Senior	49.80	51.72	53.66	55.77	57.81
Structural Plans Engineer, Supervisor	53.13	55.15	57.30	59.36	61.64
Surveyor, Chief	44.90	46.61	48.38	50.33	52.23
Transportation Planner Senior	44.42	46.13	47.97	49.77	51.65

- D.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

E.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.06	19.81	20.56	21.40		
Accounting Technician I	21.03	21.77	22.60	23.43		
Accounting Technician II	22.60	23.43	24.28	25.29		
Accounting Technician III	24.80	25.72	26.75	27.82		
Accounting Technician, Supervisor	26.75	27.82	28.85	29.95		
Administrative Specialist I	21.03	21.77	22.60	23.43		
Administrative Specialist II	22.60	23.43	24.28	25.29		
Administrative Specialist III	24.28	25.29	26.25	27.26		
Administrative Support Assistant	19.06	19.81	20.56	21.40		
Administrative Support, Supervisor	25.72	26.75	27.82	28.85		
Admissions Personnel Dispatcher	22.46	23.30	24.19	25.02		
Cashier	15.57	16.05	16.61	17.31	17.97	
Customer Service Representative	22.85	23.77	24.62	25.59		
Customer Service Representative, Senior	24.62	25.59	26.58	27.58		
Customer Service Representative, Trainer	23.91	24.80	25.77	26.79		
Electrical Sales Order Processor	20.56	21.40	22.17	23.05		
Identification Data Specialist	22.70	23.49	24.41	25.30		
Information and Referral Specialist	21.03	21.77	22.60	23.43		
Office Aide	15.51	16.04	16.73			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant	16.04	16.73	17.36	18.00	18.68	
Office Equipment Operator	19.06	19.81	20.56	21.40		
Parks Special Events Scheduler	23.43	24.28	25.29	26.25	27.26	
Parks Special Events Scheduler, Senior	25.29	26.25	27.26	28.29	29.44	
Police Data Technician	23.33	24.24	25.12	26.02		
Police Data Technician, Senior	24.69	25.55	26.58	27.57		
Police Data Technician, Supervisor	27.57	28.67	29.81	30.93		
Police Data Technician Trainee	19.81	20.56	21.40	22.17		
Retirement Specialist, Assistant	24.40	25.36	26.22	27.27		
Training and Education Coordinator, Assistant***	23.84	24.80	25.72	26.75	27.82	
Utility Account Representative I	23.49	24.28	25.29	26.23	27.27	28.36
Utility Account Representative II	25.29	26.23	27.27	28.36	29.50	30.69
Utility Account Representative Trainee	21.72	22.60				

E.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.44	20.21	20.97	21.83		
Accounting Technician I	21.45	22.21	23.05	23.90		
Accounting Technician II	23.05	23.90	24.77	25.80		
Accounting Technician III	25.30	26.23	27.29	28.38		
Accounting Technician, Supervisor	27.29	28.38	29.43	30.55		
Administrative Specialist I	21.45	22.21	23.05	23.90		
Administrative Specialist II	23.05	23.90	24.77	25.80		
Administrative Specialist III	24.77	25.80	26.78	27.81		
Administrative Support Assistant	19.44	20.21	20.97	21.83		
Administrative Support, Supervisor	26.23	27.29	28.38	29.43		

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Admissions Personnel Dispatcher	22.91	23.77	24.67	25.52		
Cashier	15.88	16.37	16.94	17.66	18.33	
Customer Service Representative	23.31	24.25	25.11	26.10		
Customer Service Representative, Senior	25.11	26.10	27.11	28.13		
Customer Service Representative, Trainer	24.39	25.30	26.29	27.33		
Electrical Sales Order Processor	20.97	21.83	22.61	23.51		
Identification Data Specialist	23.15	23.96	24.90	25.81		
Information and Referral Specialist	21.45	22.21	23.05	23.90		
Office Aide	15.82	16.36	17.06			
Office Assistant	16.36	17.06	17.71	18.36	19.05	
Office Equipment Operator	19.44	20.21	20.97	21.83		
Parks Special Events Scheduler	23.90	24.77	25.80	26.78	27.81	
Parks Special Events Scheduler, Senior	25.80	26.78	27.81	28.86	30.03	
Police Data Technician	23.80	24.72	25.62	26.54		
Police Data Technician, Senior	25.18	26.06	27.11	28.12		
Police Data Technician, Supervisor	28.12	29.24	30.41	31.55		
Police Data Technician Trainee	20.21	20.97	21.83	22.61		
Retirement Specialist, Assistant	24.89	25.87	26.74	27.82		
Training and Education Coordinator, Assistant***	24.32	25.30	26.23	27.29	28.38	
Utility Account Representative I	23.96	24.77	25.80	26.75	27.82	28.93
Utility Account Representative II	25.80	26.75	27.82	28.93	30.09	31.30
Utility Account Representative Trainee	22.15	23.05				

E.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.93	20.72	21.49	22.38		
Accounting Technician I	21.99	22.77	23.63	24.50		

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Technician II	23.63	24.50	25.39	26.45		
Accounting Technician III	25.93	26.89	27.97	29.09		
Accounting Technician, Supervisor	27.97	29.09	30.17	31.31		
Administrative Specialist I	21.99	22.77	23.63	24.50		
Administrative Specialist II	23.63	24.50	25.39	26.45		
Administrative Specialist III	25.39	26.45	27.45	28.51		
Administrative Support Assistant	19.93	20.72	21.49	22.38		
Administrative Support, Supervisor	26.89	27.97	29.09	30.17		
Admissions Personnel Dispatcher	23.48	24.36	25.29	26.16		
Cashier	16.28	16.78	17.36	18.10	18.79	
Customer Service Representative	23.89	24.86	25.74	26.75		
Customer Service Representative, Senior	25.74	26.75	27.79	28.83		
Customer Service Representative, Trainer	25.00	25.93	26.95	28.01		
Electrical Sales Order Processor	21.49	22.38	23.18	24.10		
Identification Data Specialist	23.73	24.56	25.52	26.46		
Information and Referral Specialist	21.99	22.77	23.63	24.50		
Office Aide	16.22	16.77	17.49			
Office Assistant	16.77	17.49	18.15	18.82	19.53	
Office Equipment Operator	19.93	20.72	21.49	22.38		
Parks Special Events Scheduler	24.50	25.39	26.45	27.45	28.51	
Parks Special Events Scheduler, Senior	26.45	27.45	28.51	29.58	30.78	
Police Data Technician	24.40	25.34	26.26	27.20		
Police Data Technician, Senior	25.81	26.71	27.79	28.82		
Police Data Technician, Supervisor	28.82	29.97	31.17	32.34		
Police Data Technician Trainee	20.72	21.49	22.38	23.18		
Retirement Specialist, Assistant	25.51	26.52	27.41	28.52		
Training and Education Coordinator, Assistant***	24.93	25.93	26.89	27.97	29.09	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Utility Account Representative I	24.56	25.39	26.45	27.42	28.52	29.65
Utility Account Representative II	26.45	27.42	28.52	29.65	30.84	32.08
Utility Account Representative Trainee	22.70	23.63				

E.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	20.48	21.29	22.08	23.00		
Accounting Technician I	22.59	23.40	24.28	25.17		
Accounting Technician II	24.28	25.17	26.09	27.18		
Accounting Technician III	26.64	27.63	28.74	29.89		
Accounting Technician, Supervisor	28.74	29.89	31.00	32.17		
Administrative Specialist I	22.59	23.40	24.28	25.17		
Administrative Specialist II	24.28	25.17	26.09	27.18		
Administrative Specialist III	26.09	27.18	28.20	29.29		
Administrative Support Assistant	20.48	21.29	22.08	23.00		
Administrative Support, Supervisor	27.63	28.74	29.89	31.00		
Admissions Personnel Dispatcher	24.13	25.03	25.99	26.88		
Cashier	16.73	17.24	17.84	18.60	19.31	
Customer Service Representative	24.55	25.54	26.45	27.49		
Customer Service Representative, Senior	26.45	27.49	28.55	29.62		
Customer Service Representative, Trainer	25.69	26.64	27.69	28.78		
Electrical Sales Order Processor	22.08	23.00	23.82	24.76		
Identification Data Specialist	24.38	25.24	26.22	27.19		
Information and Referral Specialist	22.59	23.40	24.28	25.17		
Office Aide	16.67	17.23	17.97			
Office Assistant	17.23	17.97	18.65	19.34	20.07	



	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Equipment Operator	20.48	21.29	22.08	23.00		
Parks Special Events Scheduler	25.17	26.09	27.18	28.20	29.29	
Parks Special Events Scheduler, Senior	27.18	28.20	29.29	30.39	31.63	
Police Data Technician	25.07	26.04	26.98	27.95		
Police Data Technician, Senior	26.52	27.44	28.55	29.61		
Police Data Technician, Supervisor	29.61	30.79	32.03	33.23		
Police Data Technician Trainee	21.29	22.08	23.00	23.82		
Retirement Specialist, Assistant	26.21	27.25	28.16	29.30		
Training and Education Coordinator, Assistant***	25.62	26.64	27.63	28.74	29.89	
Utility Account Representative I	25.24	26.09	27.18	28.17	29.30	30.47
Utility Account Representative II	27.18	28.17	29.30	30.47	31.69	32.96
Utility Account Representative Trainee	23.32	24.28				

E.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

Section 2. The scope of the Administrative Support bargaining unit includes only the following departments:

Finance and Administrative Services\*\*  
City Light  
Department of Planning and Development  
Seattle Department of Transportation  
Fire  
Office of Housing  
Human Services  
Office of Civil Rights  
Neighborhoods  
Parks and Recreation  
Police  
Retirement System  
Seattle Center  
Seattle Public Utilities  
OED

- \*\* Applicable to only those positions as mutually agreed to by Memorandum of Agreement, dated March 26, 2002.
- \*\*\* The scope of Union representation for the title of Assistant Training and Education Coordinator is limited to positions in the Fire Department.

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

UNIT:

MUNICIPAL COURT  
PROBATION COUNSELORS

Effective January 1, 2015 through December 31, 2018

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE.....	3
1 NON-DISCRIMINATION.....	4
2 RECOGNITION AND BARGAINING UNIT .....	5
3 RIGHTS OF MANAGEMENT .....	6
4 EMPLOYEE RIGHTS.....	9
5 UNION MEMBERSHIP AND DUES .....	11
6 GRIEVANCE PROCEDURE.....	13
7 WORK STOPPAGES .....	21
8 CLASSIFICATIONS AND RATES OF PAY .....	22
9 WORK OUTSIDE OF CLASSIFICATION .....	26
10 ANNUAL VACATIONS .....	28
11 HOLIDAYS .....	31
12 LEAVES AND VEBA .....	34
13 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE .....	44
14 RETIREMENT .....	47
15 UNION REPRESENTATIVES .....	48
16 SAFETY STANDARDS .....	49
17 HOURS OF WORK AND OVERTIME .....	50
18 BULLETIN BOARDS .....	53
19 GENERAL CONDITIONS.....	54

20	LABOR-MANAGEMENT COMMITTEE .....	59
21	SUBORDINATION OF AGREEMENT .....	61
22	SAVINGS CLAUSE .....	62
23	ENTIRE AGREEMENT .....	63
24	TERM OF AGREEMENT .....	64
	APPENDIX A.....	66

## AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

## PREAMBLE

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

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

## ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental, or physical disability; unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.
- 1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.
- 1.3 The Employer and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the Employer and the Union are committed to promoting policies, programs and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the Employer and the Union agree that the Employer will make a good faith effort to recruit a diverse applicant pool.

## ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

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



### ARTICLE 3 - RIGHTS OF MANAGEMENT

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

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

- A. To recruit, hire, assign, transfer, promote, or lay off employees;
- B. To determine the methods, processes, means, and personnel necessary for providing Court services, including the increase or diminution, or change of operations, the establishing of policies and procedures and revision of same, the determination of work measures and methods, the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;
- C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;
- D. To determine hours of work and work schedules and the location of work assignments and offices;
- E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;
- F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the Municipal Court budget;
- G. To control the Municipal Court budget;

- H. To temporarily assign employees to a specific job or position outside the bargaining unit;
- I. To determine appropriate work out-of-class assignments; and
- J. To determine rules relating to acceptable employee conduct.

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

- 3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.
- 3.3 If a new or revised evaluation system is to be implemented, the Union shall be provided notice and, if requested, a labor management meeting will be convened to discuss same.
- 3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

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

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

### 3.5 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired

employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

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

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

#### ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Court, or otherwise violate the Court's Code of Conduct.
- 4.2. The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.
  - 4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 4.3. The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.
- 4.4. The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that the employee may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy solely as a result of seeking and following through with corrective treatment or counseling.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

- A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
- B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
- C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

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

## ARTICLE 5 - UNION MEMBERSHIP AND DUES

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

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

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

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

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

letter to the employee from the Union explaining the employee's obligation under Section 4.3.

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

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

- 5.5 The Employer will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining unit to sign a form with a copy to the Union that will inform them of their bargaining unit status.
- 5.6 On or about May 1 of each calendar year, the Employer will provide the Union with a current listing of all employees within its bargaining unit.

## ARTICLE 6 - GRIEVANCE PROCEDURE

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

Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 6.7.

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

- 6.1.1 Reclassification grievances shall be processed per Section 6.8.
- 6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next



step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

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

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

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

With Mediation

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

shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Director of Probation Services and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

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

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

#### Without Mediation

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

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

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

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

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

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

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

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

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The

Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

- 6.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 6.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 6.4 and 6.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or the shop steward with the Director of Probation Services within fifteen (15) business days after the employee receives notice of the disciplinary action. The Director of Probation Services shall respond in writing within fifteen (15) business days after receipt of the grievance.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Union may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. The panel shall be convened within fifteen (15) business days after receipt of the request from the Union. If no such request is filed within fifteen (15) business days of the Union's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

- A. A Municipal Court Judge who did not participate in the initiation or approval of the disciplinary action;
- B. The Human Resources Manager of Municipal Court;
- C. The City Director of Labor Relations or his/her designee who shall serve as chairperson;
- D. A panel member designated by the Union.

The panel shall conduct an informal hearing, at which time management and the Union will each have an opportunity to present information related to the discipline/grievance. The Presiding Judge (or his/her designee in the event the Presiding Judge was involved in the incident leading to disciplinary action) may, at the request of the Union, attend the hearing as an observer. The Presiding Judge or his /her designee will not be present during the panel's

deliberative process. The panel will provide its findings and recommendations, which shall include the findings/recommendations of each individual panel member if consensus has not been reached, to the Director of Probation Services, the Court Administrator and the Presiding Municipal Court Judge or his/her designee within twenty (20) business days from the date the hearing was concluded. The Presiding Judge or his/her designee shall notify the Union of his/her final decision within fifteen (15) business days after receipt of the panel's findings and recommendations. If the Presiding Judge was involved in the incident leading to disciplinary action, the Presiding Judge will appoint a designee to make the final decision. The decision shall not be further appealable.

- 6.8 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) calendar days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:
- A. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.
  - B. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.
  - C. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.
  - D. If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
    - 1. The Union may submit the grievance to binding arbitration per Section 6. 5, Step 4, or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request arrange a hearing, and when possible convene the hearing within thirty (30) calendar days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Appeals Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.5, Step 4.

## ARTICLE 7 - WORK STOPPAGES

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



## ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

- 8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.
- 8.2 Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which includes a 2.0% increase.
- 8.3 Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which includes an increase of 2%.
- 8.4 Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which includes an increase of 2.5%.
- 8.5 Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which includes an increase of 2.75%.
- 8.6 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	\$ .65 per hour
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GRAVEYARD SHIFT	\$ .90 per hour
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Effective December 30, 2015 an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	\$ .75 per hour
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GRAVEYARD SHIFT	\$1.00 per hour
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With exception of paid sick leave, the above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

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

- 8.7
- A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.
  - B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. Step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months and that such increment does not exceed the top step of the higher salary range.
  - C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.
  - D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions shall not be considered absence. An employee who returns after layoff, or who is

reduced in rank to a position in the same or another department, may be given credit for such prior service.

- E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in Section 6.
- G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to temporary assignments providing pay "over regular salary while so assigned."
  - 1. Hours worked out-of-class shall apply toward salary step placement if the employee is appointed, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
  - 1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  - 2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, that the employee shall receive not less than the minimum salary of the lower range.

- I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he/she was entitled in his/her former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- J. When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate that shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

## ARTICLE 9 - WORK OUTSIDE OF CLASSIFICATION

- 9.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.
- 9.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 9.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 9.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity. If the out of class assignment is two weeks or less, the opportunity will be offered only to Local 17 members in the Probation Division who either currently work or have previously worked in the specific unit where the out of class opportunity exists.
- 9.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.
- 9.6 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit

- jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 9.8 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 9.9 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate shall be final.

## ARTICLE 10 - ANNUAL VACATIONS

- 10.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 10.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 10.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 10.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 10.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.
- 10.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.
- 10.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.
- 10.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 10.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 10.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.



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

## ARTICLE 11 - HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

- 11.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or
2. Are accruing vacation at a rate of .0615

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

- 11.2 Personal holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as shall be approved.

- 11.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 11.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 11.5 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.
- 11.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Probation Services Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:
- A. Use of accumulated compensatory time or vacation time;
  - B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
  - C. Other method approved by the employee's supervisor and the Director of Probation Services. Any such proposed, alternative method must be submitted to the Director of Probation Services for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

## ARTICLE 12 – LEAVES AND VEBA

- 12.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- A. Illness or injury that prevents the employee from performing his/her regular duties.
  - B. Disability due to pregnancy and/or childbirth.
  - C. Employee medical or dental appointments.
  - D. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  - E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3
  - F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  - G. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - H. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.

- I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

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

- 12.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.

- A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or 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.

- B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 12.1.H of this Agreement.

- C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 12.1.I of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

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

- B. When off work on a holiday.

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

## 12.5 Prerequisites for Payment

- A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.
- B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- C. Claims to be in 15 Minute Increments: Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.
- D. 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.

- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 12.5.F). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Articles 9.5 for sick leave use and rate of pay for out-of-class assignments.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

12.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 6.5.

12.7 Industrial Injury or Illness:

- A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick



leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- E. Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of on the Presiding Judge or designee upon request from the employee. The employee's request shall be supported by satisfactory evidence of medical treatment of the illness

or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

- 12.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral/bereavement of a relative other than a close relative,

not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, domestic partner, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse.

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

- 12.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 12.10 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.
- 12.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.
- 12.12 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children, and parents of the employee.

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

12.13 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid," for those furlough days, they will be compensated with the same leave.

12.14 Pay for Deployed Military

A. 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.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

12.15 VEBA - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and

chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire 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. 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.

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 at age 45 or older 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 from City service 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 from City service 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.

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

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

- 13.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans and 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 13.1.1 The City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 13.1.3 Effective January 1, 1999, a Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond with initial funding in the amount of Three Hundred Thousand Dollars (\$300,000). The initial funding shall be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 13.1.4 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 13.1.5 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

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

- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Union of that fact.
- C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

13.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015, for the Base



Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

- 13.4     Long-term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 13.5     If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 13.6     Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

#### ARTICLE 14 - RETIREMENT

- 14.1 Pursuant to Ordinance 78444 as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 14.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

## ARTICLE 15 - UNION REPRESENTATIVES

- 15.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same shall not interrupt the Court's operations. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.
- 15.2 The Executive Director and/or representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union shall furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.
- 15.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Seattle Human Resources Director or a designee for discussions with the Executive Director or designee. The Employer shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.
- 15.4 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Court.

## ARTICLE 16 - SAFETY STANDARDS

- 16.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards shall prevail.
- 16.2 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.
- 16.3 The Employer shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.
- 16.4 Employee-elected members of the departmental safety committee shall attend such safety committee meetings with no loss in pay.
- 16.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

## ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 17.2 Employees who are directed, by the Director of Probation Services or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- 17.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:
- A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.
  - B. Scheduled Temporary Absence - Part-time Probation Counselors - Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the part-time Probation Counselors - Assigned Personal Recognizance will be contacted in their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.

17.4 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

17.5 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.

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

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

1. Said meal must be eaten within two (2) hours after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.

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

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

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

3. The Employer shall not reimburse for the cost of alcoholic beverages.

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

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars (\$6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.7      Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of his/her regular day off and asks the court to schedule the court appearance for a day other than the employee's regularly-scheduled day off;
- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of his/her regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly-scheduled day off;
- The employee is subpoenaed to appear in court on his or her regular day off despite these efforts;
- The employee makes a good faith effort to switch his or her day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;
- The employee reports to his/her immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and
- The employee comes to work on his/her day off in response to a subpoena.

## ARTICLE 18 - BULLETIN BOARDS

- 18.1 The Employer shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as Professional and Technical Employees. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.



## ARTICLE 19 - GENERAL CONDITIONS

- 19.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Seattle Department of Human Resources regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement shall be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees shall be appointed and removed at the sole discretion of the Municipal Court.
- 19.2 Personnel Files - Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They shall have rights to request removal of documents and to insert rebuttal information when such removal request is denied.
- 19.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision shall not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.
- 19.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department shall be furnished to the Union upon request.
- 19.5 Discipline - Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making disciplinary decisions, the Court will exercise honest judgment and good faith and will take into account the facts and circumstances involved. If an employee is to be suspended or discharged from employment, he/she shall be given a written statement of the reason for same, and an opportunity to respond.
- 19.6 Transit Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

- 19.6.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- 19.6.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- 19.6.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 19.7 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.
- 19.8 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
    - 1. By payroll deductions spread over two pay periods; or
    - 2. By payments from the employee spread over two pay periods.
  - B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

19.9 Ethics and Elections Commission - nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10 Training and Career Development

A. The City and the Union Agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 19 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

- 19.11 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:
1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
  2. No more than an aggregate of one hundred fifty (150) hours of paid time for negotiation sessions resulting in a labor agreement, including any associated overtime costs, authorized under this provision;
  3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- 19.12 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2015 reimbursement rate is fifty-seven and a half cents (57 1/2¢) for all miles driven in the course of City business on that day. The cents (¢) per mile mileage reimbursement rate set forth above shall be adjusted up or down to reflect the current rate.
- 19.13 Meal Reimbursement While on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.
- 19.14 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.
- 19.15 Public Disclosure Request – The City shall promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate,

social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6, Grievance Procedure.

19.16 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts. For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid parental leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;
- D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

## ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

- 20.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.
- 20.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments. Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.
- 20.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.
- 20.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives and employees/stewards.
- Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.
- 20.2 The Labor Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

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

representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

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

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

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

## ARTICLE 21 - SUBORDINATION OF AGREEMENT

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



## ARTICLE 22 - SAVINGS CLAUSE

- 22.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 22.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations the provisions so affected.

### ARTICLE 23 - ENTIRE AGREEMENT

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

## ARTICLE 24 - TERM OF AGREEMENT

- 24.1 Upon execution by both parties or January 1, 2015, whichever is later, this Agreement shall become effective and shall remain in effect through December 31, 2018.
- 24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless, consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

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

PROFESSIONAL AND TECHNICAL  
EMPLOYEES, LOCAL 17

CITY OF SEATTLE  
Executed under authority of

Ordinance \_\_\_\_\_.

By \_\_\_\_\_  
Joseph L. McGee, Executive Director

By \_\_\_\_\_  
Mayor Edward B. Murray

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Kate Garrow,  
Union Representative

By \_\_\_\_\_  
Presiding Judge Karen Donohue

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

By \_\_\_\_\_  
David Bracilano,  
Director of Labor Relations

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

By \_\_\_\_\_  
Lenae Jones, City Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

Date \_\_\_\_\_

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17, PROBATION COUNSELORS UNIT

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1.Hourly Base Wage Rates as of December 31, 2014:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$31.15	\$32.39	\$33.60	\$34.91	\$36.33
Probation Counselor I	\$32.97	\$34.27	\$35.62	\$37.04	\$38.51
Probation Counselor II	\$35.15	\$36.52	\$38.07	\$39.43	\$40.87

Section 2.Hourly Base Wage Rates as of December 30, 2015:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$31.77	\$33.04	\$34.27	\$35.61	\$37.06
Probation Counselor I	\$33.63	\$34.96	\$36.33	\$37.78	\$39.28
Probation Counselor II	\$35.85	\$37.25	\$38.83	\$40.22	\$41.69

Section 3.Hourly Base Wage Rates as of December 28, 2016:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$32.56	\$33.87	\$35.13	\$36.50	\$37.99
Probation Counselor I	\$34.47	\$35.83	\$37.24	\$38.72	\$40.26
Probation Counselor II	\$36.75	\$38.18	\$39.80	\$41.23	\$42.73

Section 4.Hourly Base Wage Rates as of December 27, 2017:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$33.46	\$34.80	\$36.10	\$37.50	\$39.03
Probation Counselor I	\$35.42	\$36.82	\$38.26	\$39.78	\$41.37
Probation Counselor II	\$37.76	\$39.23	\$40.89	\$42.36	\$43.91

AGREEMENT  
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective January 1, 2015 through December 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE.....	3
1 NON-DISCRIMINATION .....	4
2 RECOGNITION AND BARGAINING UNIT.....	5
3 RIGHTS OF MANAGEMENT .....	6
4 GUILD MEMBERSHIP AND DUES .....	8
5 GRIEVANCE PROCEDURE .....	9
6 WORK STOPPAGES.....	15
7 CLASSIFICATION AND RATES OF PAY .....	16
8 WORK OUTSIDE OF CLASSIFICATION.....	17
9 ANNUAL VACATIONS .....	19
10 HOLIDAYS .....	21
11 LEAVES AND VEBA .....	24
12 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE .....	33
13 RETIREMENT .....	36
14 HOURS OF WORK AND OVERTIME .....	37
15 GENERAL CONDITIONS.....	39
16. TEMPORARY EMPLOYMENT .....	44
17 SUBORDINATION OF AGREEMENT .....	49
18 SAVINGS CLAUSE.....	50
19 ENTIRE AGREEMENT .....	51
20 TERM OF AGREEMENT .....	52



APPENDIX A.....	54
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## AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS’ GUILD

## PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS’ GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

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

## **ARTICLE 1 -- NON-DISCRIMINATION**

- 1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

## **ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT**

- 2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission shall be binding upon the parties.
- 2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.
- 2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.

### **ARTICLE 3 -- RIGHTS OF MANAGEMENT**

- 3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.
- 3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:
- A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;
  - B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;
  - C. The right to set standards of work performance and to evaluate performance;
  - D. To determine hours of work, work schedules and the location of work assignments and offices;
  - E. 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 Municipal Court Administrator, and the determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild shall be notified. The Municipal Court Administrator shall make available to the Guild 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 Guild may grieve contracting out for work as described above, if such contract involves work normally performed by employees covered by this Agreement.

- F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.
- G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;
- H. To control the Municipal Court budget;
- I. To determine rules relating to acceptable employee conduct;
- J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours’ pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours’ pay, or to pay such employee for the actual hours worked;
- K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;
- L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

3.3 The employer reserves the right to take whatever actions is necessary in emergencies to assure the proper functioning of the Municipal Court.

#### **ARTICLE 4 -- GUILD MEMBERSHIP AND DUES**

- 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members of the Guild within thirty (30) calendar days following the effective date of this Agreement and shall remain members in good standing (as defined in the Guild’s Constitution and By-laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.
- 4.2 It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after the effective date of this Agreement shall, within thirty (30) calendar days following such appointment, become and remain members in good standing in the Guild or pay an agency fee to the extent allowed by law.
- 4.3 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 Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. If the employee and the Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. Said contribution shall be deposited into a special interest-bearing account by the Guild and, at the end of the fiscal year, donated to the charity.
- 4.3.1 The records concerning the special charitable contributions by Right of Non-Association Members shall be available for inspection by the Court and by the contributors to the special account, upon reasonable notice.
- 4.4 The Employer will 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 Guild, or service fees in lieu of dues, as certified by the Secretary of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.
- 4.5 The Employer will give new employees a union security notice form on which they will acknowledge their bargaining unit status. A copy of the signed form will be sent to the Guild.
- 4.6 The Guild will indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City, on account of actions taken by the City to comply with the provisions of this Article.

## **ARTICLE 5 -- GRIEVANCE PROCEDURE**

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

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

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

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

- 5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 5.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in



this Article shall allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

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

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

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

#### With Mediation

At the time the aggrieved employee and/or the Guild submits the grievance to the Court Administrator, the Guild President or his/her designee or the aggrieved employee or the Court Administrator 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 Guild President or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Guild President or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend

with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Guild. The relevant terms of the settlement agreement shall be provided by the parties to the department’s designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Court Administrator and the Guild President or his/her designee shall be so informed by the ADR Coordinator.

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

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

#### Without Mediation

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

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

Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

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

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

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

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

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

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The

Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

- 5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 5.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or shop steward with the Chief Marshal, who shall respond to the grievance in writing within fifteen (15) business days. The response shall be mailed to the Guild with a copy given to the employee.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) business days of the Guild's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

- A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;
- B. The City’s Director of Labor Relations or his/her designee who shall serve as chairperson;
- C. A panel member designated by the Guild;
- D. The Human Resources Manager of the Court.

The panel shall conduct an informal hearing and provide its findings and recommendations to the Court Administrator and the Presiding Municipal Court Judge within twenty (20) business days from the date the hearing was concluded. The panel will use Daugherty’s seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Presiding Judge shall make the final decision concerning the disciplinary action, which decision shall not be further appealable.

## **ARTICLE 6 -- WORK STOPPAGES**

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

## **ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY**

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in “Appendix A” attached hereto and made a part of this Agreement.
- 7.2 Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which reflects a 2.0% increase and a 3.5% wage adjustment.
- 7.3 Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which reflects an increase of 2.0%.
- 7.4 Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which reflects an increase of 2.5%
- 7.5 Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which reflects an increase of 2.75%.
- 7.6 An employee, upon first appointment or assignment, shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment other than the prescribed step may be authorized by the Court Administrator or designee. The Union shall be notified whenever an employee covered by this Agreement is paid at “*other than the prescribed step*” as described above.

## **ARTICLE 8 -- WORK OUTSIDE OF CLASSIFICATION**

- 8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.
- 8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.
- 8.5 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of



work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

- 8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 8.7 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 8.8 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 the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate shall be final.

## **ARTICLE 9 -- ANNUAL VACATIONS**

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 9.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

- 9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.
- 9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the Presiding Judge or designee.
- 9.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 9.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.
- 9.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority based vacation scheduling system which will be developed by September 30, 1999, and described in a Letter of Agreement.

## **ARTICLE 10 -- HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

10.2 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or
2. Are accruing vacation at a rate of .0615

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

- 10.3 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as shall be approved. Use of the Personal Holiday shall be requested in writing.
- 10.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 10.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 10.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.
- 10.7 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:
- A. Use of accumulated compensatory time or vacation time;
  - B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
  - C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

## **ARTICLE 11 -- LEAVES AND VEBA**

- 11.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- A. Illness or injury that prevents the employee from performing his/her regular duties.
  - B. Disability due to pregnancy and/or childbirth.
  - C. Employee medical or dental appointments.
  - D. Care of an employee’s spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  - E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.
  - F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  - G. Employee absence from a worksite that has been closed by order of public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - H. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

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

- 11.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 11.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.
- A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or 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.
  - B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 11.1.H of this agreement.
  - C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 11.1.I of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).
- 11.4 Conditions Not Covered - Employees shall not be eligible for sick leave:
- A. When suspended or on leave without pay and when laid off or on other non-pay status.
  - B. When off work on a holiday.



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

#### 11.5 Prerequisites for Payment

- A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.
- B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- C. 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.
- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 11.5.F). See also Article 8.4 for sick leave use and rate of pay for out-of-class assignments.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or

she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

11.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 5.5.

11.7 Industrial Injury or Illness:

- A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.
- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court 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 the Court concerning the employee’s status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours’ notice of such meeting or examination.

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

- E. Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of the Presiding Judge or designee upon request from the employee. The employee’s request shall be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee’s claim for compensation under SMC 4.44, as now or hereinafter amended.
- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the Presiding Judge or designee shall direct, with the approval of such employee’s physician, until the Seattle Human

Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

- 11.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

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

- 11.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 11.10 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

- 11.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.
- 11.12 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours’ leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently “paid,” for those furlough days, they will be compensated with the same leave.
- 11.13 Pay for Deployed Military
- A. 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.
- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.
- 11.14 VEBA - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an

employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire 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. 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.

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-retain employees, the City shall create a list of members who are in the City’s HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:
  - a. place their sick leave cashout at 35% into their VEBA account, or
  - b. forfeit the sick leave cashout 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-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire from City service 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.

Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

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

- 12.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans and 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.1 The City shall pay up to one hundred seven percent (107%) of the average City’s cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.2 A Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 12.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance - The Employer shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:
- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly



premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Guild of that fact.

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

12.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

12.5 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions

that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

### **ARTICLE 13 -- RETIREMENT**

- 13.1 Pursuant to Ordinance 78444 as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

## **ARTICLE 14 -- HOURS OF WORK AND OVERTIME**

- 14.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 14.2 All hours performed in excess of a regular, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee shall be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.
- 14.3 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.
- 14.4 When a regular full-time vacancy occurs in the Marshals' Unit, regular part-time employees shall be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position all bargaining unit employees who apply for the position will be guaranteed an initial interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.
- 14.5 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

- 14.6 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.

## **ARTICLE 15 -- GENERAL CONDITIONS**

- 15.1 Correction of Payroll Errors – In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods, and upon written notice an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
  - B. By payroll deductions spread over two pay periods; or
  - C. by payments from the employee spread over two pay periods.
  - D. 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.
  - E. If an employee separates from the Employer’s service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).
  - F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Guild shall be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.
- 15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall

not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

- 15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars (\$500) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Twenty-five Dollars (\$325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Effective January 1, 2016, the Employer will provide Five Hundred Twenty Dollars (\$520) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Forty-five Dollars (\$345) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Effective January 1, 2017, the Employer will provide Five Hundred Forty Dollars (\$540) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Sixty-five Dollars (\$365) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Each new employee, on a one–time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.

- 15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars (\$2,480) will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement shall not carry forward beyond the expiration date of the current Agreement. Thereafter, Twenty-four Dollars (\$24.00) per employee per year shall be added to the fund. Such fund shall be administered by a labor-management committee for unbudgeted training, equipment and/or other job related needs.
- 15.6 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 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing an employee access to such files.
- 15.7 Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having

employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union’s bargaining team during the respective employee’s work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

15.8 Transit Passes – The City shall provide transit passes consistent with SMC 4.20.370.

15.9 Employee Parking

- A. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- B. The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- C. In exchange for all of the foregoing, the parties to this Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.



#### 15.10 Safety Standards:

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

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

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

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

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

#### 15.11 Ethical Standards for Court Employees:

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

#### 15.12 Criminal Background Investigations:

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

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

15.13 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City’s compensation philosophy and methods and processes associated with determining wage adjustments, including the City’s interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City’s criminal background check policy.

## **ARTICLE 16 – TEMPORARY EMPLOYMENT**

- 16.1 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:
- 16.1.1 An interim assignment(s) of up to one year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
  - 16.1.2. An interim assignment for short-term replacement of a regular employee of up to one year when the incumbent is temporarily absent; or
  - 16.1.3 A short-term assignment of up to one 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
  - 16.1.4 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
  - 16.1.5. A term-limited assignment for a period of more than one but less than three 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.
- 16.2 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:
- 16.2.1 Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;
  - 16.2.2 Term-limited assignments starting with the first day and for the duration of the assignment; or,
  - 16.2.3 Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

16.3 Temporary employees shall be exempt from all provisions of this Agreement except Article 16, Temporary Employment; Article 4; Section 14.2; and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 6.

16.3.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the 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 Personnel Rule 11.

16.3.2 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.

16.3.2.1 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 16.3.8. 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.

- 16.3.2.2 The premium pay in Section 16.3.2 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.
- 16.3.2.3 Cumulative sick leave with pay computed at the rate of 0.033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that “work study” employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.
- 16.3.3 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 (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. 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 and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.
- 16.3.4 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 (1 1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay shall

apply to those temporary employees who work on the weekend day specified as the holiday.

- 16.3.5 Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the Court. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 16.3.7.
- 16.3.6 Premium pay set forth within Section 16.3.2 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 16.3.2.2, 16.3.3, and 16.3.4.
- 16.3.7 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 16.3.2 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 16.3.2 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 16.3.2 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 16.3.2 where it has already been doing so and it may in such cases

reduce the minimum paid to the affected employees by the applicable percentage.

- 16.3.8 The premium pay provisions set forth within Section 16.3.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods), it shall be presumed that the employees break in service was voluntary.
- 16.3.9 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 permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 16.3.2 or solely to avoid considering creation of permanent positions.
  - 16.3.9.1 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 weeks for the purpose of discussing the status of filling the vacant position prior to one year.
- 16.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

## **ARTICLE 17 -- SUBORDINATION OF AGREEMENT**

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



## **ARTICLE 18 -- SAVINGS CLAUSE**

- 18.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.
- 18.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.

## **ARTICLE 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 -- TERM OF AGREEMENT**

- 20.1      Upon execution by both parties, this Agreement shall become effective and shall remain in effect through December 31, 2018.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SEATTLE MUNICIPAL COURT  
MARSHALS’ GUILD

CITY OF SEATTLE  
Executed under authority of  
Ordinance \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
Mayor Edward B. Murray

By \_\_\_\_\_

By \_\_\_\_\_  
Presiding Judge Karen Donohue

By \_\_\_\_\_

By \_\_\_\_\_  
City Representative Lenée Jones

## SEATTLE MUNICIPAL COURT MARSHALS’ GUILD

### APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

#### **Section 1. Hourly Base Wage Rates as of December 31, 2014:**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$27.89	\$29.06	\$30.21	\$31.35	\$32.56	\$33.84
Municipal Court Marshal, Sr.	\$32.56	\$33.84	\$35.18	\$36.56	\$38.04	

#### **Section 2. Hourly Base Wage Rates as of December 30, 2015:**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$28.45	\$29.64	\$30.81	\$31.98	\$33.21	\$34.52
Municipal Court Marshal, Sr.	\$33.21	\$34.52	\$35.88	\$37.29	\$38.80	

#### **Section 3. Hourly Base Wage Rates as of December 28, 2016:**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$29.16	\$30.38	\$31.58	\$32.78	\$34.04	\$35.38
Municipal Court Marshal, Sr.	\$34.04	\$35.38	\$36.78	\$38.22	\$39.77	

#### **Section 4. Hourly Base Wage Rates as of December 27, 2017:**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$29.96	\$31.22	\$32.45	\$33.68	\$34.98	\$36.35
Municipal Court Marshal, Sr.	\$34.98	\$36.35	\$37.79	\$39.27	\$40.86	

AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATTLE  
AND  
UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING & PIPE FITTING INDUSTRY  
LOCAL 32

Effective January 1, 2015, through December 31, 2018

## TABLE OF CONTENTS

	Page
PREAMBLE	ii
ARTICLE 1 – NON-DISCRIMINATION.....	1
ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT.....	2
ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES.....	9
ARTICLE 4 – UNION MEMBERSHIP AND DUES.....	10
ARTICLE 5 – GRIEVANCE PROCEDURE.....	12
ARTICLE 6 – WORK STOPPAGE.....	18
ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY.....	19
ARTICLE 8 – ANNUAL VACATIONS.....	20
ARTICLE 9 – HOLIDAYS.....	22
ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES.....	24
ARTICLE 11 – RETIREMENT.....	30
ARTICLE 12 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE.....	32
ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS.....	34
ARTICLE 14 – UNION REPRESENTATIVES.....	36
ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION.....	38
ARTICLE 16 – SAFETY STANDARDS.....	41
ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD.....	42
ARTICLE 18 – HOURS OF WORK AND OVERTIME.....	46
ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL.....	53
ARTICLE 20 – GENERAL CONDITIONS.....	59
ARTICLE 21 – APPRENTICESHIP.....	64
ARTICLE 22 – RIGHTS OF MANAGEMENT.....	65
ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE.....	66
ARTICLE 24 – ENTIRE AGREEMENT.....	67
ARTICLE 25 – SUBORDINATION OF AGREEMENT.....	68
ARTICLE 26 – SAVINGS CLAUSE.....	69
ARTICLE 27 – TERM OF AGREEMENT.....	70
APPENDIX A.....	71
APPENDIX B.....	79

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.



ARTICLE 1 – NON-DISCRIMINATION

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

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

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND  
TEMPORARY EMPLOYMENT

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

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

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

2.1.3 The term "apprentice" shall be defined as an employee whose terms and conditions of employment are set forth in an "agreement of apprenticeship" which terms shall govern when they conflict with any terms and conditions herein. Apprenticeship programs are authorized by RCW 49.04 and Seattle Municipal Code Section 4.04.200 B which designates a Joint Advisory Apprenticeship Committee to administer such programs. At the time of the signing of this Agreement, the applicable apprentice title is Water Pipe Worker Apprentice. Other apprentice titles will be included within this definition as they are adopted by the Joint Advisory Committee, approved by the state, adopted by the City Council, and incorporated into this Agreement by an amending Memorandum of Understanding.

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

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

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

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

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

2.1.8 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.

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

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.1.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 18.1.4; 18.1.4.1; 18.1.4.2; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 5.

2.2.1 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 Personnel Rule 11.

2.2.1.1 Cumulative sick leave with pay computed at the rate of .033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

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

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

2.2.2.1 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 2.2.8. 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.

2.2.2.2 The premium pay in Section 2.2.2 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.

2.2.3 Medical and Dental 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, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums; or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as a temporary employee. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference or self-pay the insurance premium for up to three (3) consecutive months.

2.2.4 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.

2.2.4.1 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 Article 9.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.

3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.
4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 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 2.2.2.2; 2.2.3; and 2.2.4.

2.2.7 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 2.2.2 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 2.2.2 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 2.2.2 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 2.2.2 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.

2.2.8 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 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 permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2 or solely to avoid considering creation of permanent positions.

2.2.9.1 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.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

2.2.11 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.

2.3 The City participates in programs or may establish programs that result in individuals performing work for the City that would otherwise be performed by employees in positions covered by this Bargaining Agreement. Such programs have included and may include: youth

training and employment programs; federal Comprehensive Employment and Training Act (CETA) or similar program; "Project Hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court-ordered community service; volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this Agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this Agreement under this Section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly-assigned position. The City will furnish the Union a copy of such training plan(s) prior to implementation if they affect bargaining unit employees.



### ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES

3.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

3.1.1 Interdepartmental Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 32 Union Representatives, and employees/stewards from the participating departments.

3.1.2 Intradepartmental Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.

3.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards.

Note: 3.1.1, 3.1.2, and 3.1.3 may include Union Representatives from other Unions.

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

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

## ARTICLE 4 – UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1975, 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 contribute an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned into a bargaining unit job title or position covered by this Agreement on or after January 1, 1975, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay to the Union 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 an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members.

4.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

4.1.2 A temporary employee shall, after having worked one hundred seventy-four 174 straight-time hours, pay to the Union in lieu of the Union membership requirement of Article 4 a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees for each one hundred seventy-four (174) straight-time hours worked thereafter within the bargaining unit.

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

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees

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

4.3.1        The performance of this function shall be recognized as a service to the Union by the City.

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

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.1.1 Reclassification grievances shall be processed per Section 5.12.

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

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

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

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

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

5.7 A grievance shall be processed in accordance with the following procedures:

5.7.1 Step 1: The grievance shall be reduced to written form which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative or employee shall forward the written grievance to the management supervisor and the Union representative within twenty (20) business days after the alleged contract violation. The management supervisor 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 and any other members of management whose presence is

deemed necessary by the City to a fair consideration of the alleged grievance. The management supervisor shall give a written answer to the Union within ten (10) business days after the grievance meeting.

5.7.2 Step 2: If the grievance is not resolved as provided in Step 1 above, the Union representative or employee shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations and the Union representative within ten (10) business days after the Step 1 answer.

With Mediation:

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

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

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

Without Mediation:

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

5.7.3 Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Section 5.2, the Union representative or employee shall forward the written grievance defined in the same manner as provided in Step 1, within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

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

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

5.7.4 Step 4: If the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. Such reference to arbitration shall be made within thirty (20) business days after the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) that the arbitrator is being asked to decide;
- D. Remedy sought.

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

5.8 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 the process of adjustment or arbitration.

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

5.9.1 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.

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

5.9.3 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

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

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

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

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

- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.9.3.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
  - 1. The Union may submit the grievance to binding arbitration per Section 5.7.4 (Step 4); or
  - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources



Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 5.7.4 (Step 4).

## ARTICLE 6 – WORK STOPPAGE

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

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

6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.

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

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

6.2.4 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 in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY

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

7.2 The rates of pay in Section 1.1 of Appendices A and B include a wage increase of two percent (2%), effective December 31, 2014.

7.3 Effective December 30, 2015, base wage rates shall be increased by two percent (2%), as enumerated in Section 1.2 of Appendices A and B.

7.4 Effective December 28, 2016, base wage rates shall be increased by two point five percent (2.5%), as enumerated in Section 1.3 of Appendices A and B.

7.5 Effective December 27, 2017, base wage rates shall be increased by two point seven five percent (2.75%), as enumerated in Section 1.4 of Appendices A and B.

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

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

## ARTICLE 8 – ANNUAL VACATIONS

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

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

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

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

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

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

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

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative.

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

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

8.9 Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

Where the terms of this Section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Seattle Public Utilities Distribution Section of Water Operations will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water Operations Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

## ARTICLE 9 – HOLIDAYS

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

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

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

9.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 8.3)

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January on the following year.

9.1.2 A part-time employee shall receive paid holiday time off (or time 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 covered by this Agreement. 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.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of thirty (30) calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay; and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

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

9.4.1 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 9.3 of this Article for time worked on that day.

ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES

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

- A. Illness or injury that prevents the employee from performing his/her regular duties;
- B. Disability of the employee due to pregnancy and/or childbirth;
- C. Medical or dental appointments for the employee;
- D. Care of employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by state law and/or as defined and provided for by City of Seattle ordinance cited at SMC 4.24;
- E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3;
- F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
- G. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
- H. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
- I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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



10.1.2 Unlimited sick leave credit may be accumulated.

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

10.1.4 Change in position or transfer to another City department shall not result in 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.

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

10.1.5.1 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four (4) days for reasons authorized in Section 10.1(H) of this Agreement.

10.1.5.2 An appointing authority or designated management representative may require that a request for paid sick leave to cover absences greater than four (4) days for reasons set forth under Section 10.1(I) of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for an eligible reason as set forth in RCW 49.76.030. An employee may satisfy such request by providing documentation as set forth in RCW 49.76.040(4).

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

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

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

10.1.7.1 Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

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

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

10.1.7.4 Claims to be in 15 minute increments: Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. Fractions of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

10.1.7.5 Limitations Of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/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.

10.1.8 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 10.1.9). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave.

10.1.9 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 10.1. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

10.2 Bereavement/Funeral Leave: Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, that the appointing authority may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the appointing authority may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandchild, grandfather, grandmother of the employee or spouse; and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child, or grandchild of the employee or spouse.

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

10.3 Emergency Day: 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 appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

- A. The employee's spouse, child, parent or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two (2) separate instances but no more than eight (8) hours shall be allowed in any Agreement year.

10.4      Wellness Incentive Plan: Employees within the bargaining unit 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 benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use, except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

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

10.6      Paid Parental Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

10.7      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.

10.7.1      A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

10.8      Employees who furloughed in 2010 shall be granted the equivalent number of hours furloughed to be used as paid leave. The employee shall receive half the allotted hours in 2016 and half in 2017. In no case shall an employee receive more than eighty (80) hours. Employees shall use such leave in full-day increments to the extent possible. The hours must be used in the year in which they are granted; there will be no carryover of hours to the following year. Employees must be in a regular or benefits-eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had

planned to retire, and then elected not to retire and subsequently “paid,” for those furlough days, they will be compensated with the same leave.

## ARTICLE 11 – RETIREMENT

11.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).

11.1.1 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

11.2 Employees who are eligible to retire 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. 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-retain employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA,** then all members of the bargaining unit who retire from City service shall either:
  - a. place their sick leave cashout at thirty-five percent (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-retain members of the bargaining unit vote to reject the VEBA,** all members of the bargaining unit who retire from City service 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 thirty-five percent (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 twenty-five percent (25%) and receive the dollars as cash on their final paycheck.
- B. Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at twenty-five percent (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 twenty-five percent (25%) in accordance with the sabbatical benefit.

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

12.1 The City shall provide medical, dental and vision plans (Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 For calendar years 2015, 2016, 2017 and 2018 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

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

12.2 Long Term Disability: The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) 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 of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.2.1 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 this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.2.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 12.2.



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

12.3.1      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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

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

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

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

## ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS

13.1 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.

13.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized 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 13.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.1.

13.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of such employee's appointing authority 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.

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

13.1.4 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.

13.2 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 13.1.

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

13.4 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

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

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

## ARTICLE 14 – UNION REPRESENTATIVES

14.1      Union Visitation: The Union Representative of the Union party to this Agreement and/or the duly authorized representative 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 the 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 employee and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.2      The Union may appoint a Shop Steward in the various City departments affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Union shall furnish the City Labor Relations Office and the affected department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and 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. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time, at the discretion of the City, to perform these duties during regular working hours without suffering a loss in pay. Under no circumstances shall shop stewards countermand orders of or direction from City officials, or change working conditions.

14.2.1      Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

14.2.2      If a normal shift or work assignment rotation will result in the transfer of a Union Shop Steward to another shift or work location (reporting headquarters), the Union and Shop Steward will be given a notice of at least two weeks (no less than fourteen (14) calendar days). Upon the request of the Union Business Representative, the affected management Director shall meet to discuss the transfer.

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

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

## ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager, or director directly above the position that is being filled out of class, who has budget management authority of the work unit as determined by the appointing authority. 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. Upon request by the Union, the City shall provide documentation of a Washington State journey-level plumber's license for those employees who are currently assigned to work out of class in the Plumber job classification. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six- (6) month period may be exceeded under the following circumstances: (1) 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; (4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum. When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

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

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

15.1.4 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

15.1.5 Hours worked out-of-class that were properly paid per this Article, shall apply toward salary step placement if the employee is appointed or their position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

15.2 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 and belong to the Union he always belonged to. 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.

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

15.3 Seattle Public Utilities personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

15.4 Water Pipe Workers who do not meet the minimum qualifications for Senior Water Pipe Worker, when assigned responsibility for a crew and crew vehicle, shall be paid out-of-class pay at the Senior Water Pipe Worker rate.

15.4.1 No out-of-class compensation shall be paid for operating a crew vehicle as a means of transporting personnel to and from a job location only.

15.4.2 All out-of-class pay in this Section shall be subject to the provisions of Section 15.1.

15.4.3 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification.

Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment, or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.



ARTICLE 16 – SAFETY STANDARDS

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

## ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

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

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

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

- A. a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or,
- B. rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

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

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

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

17.2.1 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.

17.2.2 An employee shall attain regular employee status after having completed his/her probationary period unless the individual is dismissed under provisions of Section 17.3.

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

17.3.1 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.

17.4 Trial Service Period: 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.

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

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

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

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

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

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

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

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

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

17.5 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 Seattle Human Resources 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 Seattle Human Resources Director, require that a twelve- (12) month trial service period be served in that department.

17.5.1 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.

17.5.2 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.

17.5.3 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.

17.6 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 Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

## ARTICLE 18 – HOURS OF WORK AND OVERTIME

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

18.1.1 Breaks and Meal Periods: During a normal work shift of up to twelve (12) hours, an employee will be allowed one fifteen (15)-minute paid break in each half of the shift. Employees shall be allowed a one half (½)-hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten (10) to twelve (12) hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid one-half (½)-hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one-half (½)-hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted one-half (½)-hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one (1) other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 18.1.1, 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.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. Two (2) days' advance notice shall be afforded the Union and employees covered by this Agreement when shift changes are required by their supervisor.

18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight time rate of pay or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.

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.

Notwithstanding the other Sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions as expressed in this Article.

18.1.4.1 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.

18.1.5 Crew Chiefs Unit: Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight-time rate of pay.

18.1.5.1 Crew Chiefs Unit: Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call-out basis, involving field duties related to Seattle Public Utilities or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight-time rate of pay.

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

time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example:

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

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

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

Compensatory Time Benefit:

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

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Seattle Public Utilities, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

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

18.1.8 Seattle Public Utilities: In extended emergency situations, without prior notice, the Utility will switch to two (2) twelve (12) hour shifts until the emergency is resolved. Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of switching to two twelve hour shifts.

18.1.9 Meal Reimbursement: Full time employees shall be eligible for a meal reimbursement benefit when directed to work two or more hours of unscheduled overtime, or ten or more hours of overtime on a scheduled basis. For the purposes of meal reimbursement only, *scheduled overtime* is any period of overtime work where the date, start time and stop time are



communicated to the affected employee 12 or more hours in advance of the scheduled start time, and where such a notified employee has had at least 8 hours off work, prior to the start of the scheduled overtime.

- A. Unscheduled Overtime: After a full time employee has worked two hours of unscheduled overtime, he or she shall be eligible for a meal reimbursement benefit. After this two-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of unscheduled overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- B. Scheduled Overtime: After a full time employee has worked ten hours of overtime, resulting from a scheduled overtime assignment, he or she shall be eligible for a meal reimbursement benefit. After this ten (10)-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- C. Extension of Scheduled Overtime: If a period of scheduled overtime is planned to last for eight hours or less, no meal reimbursement eligibility shall exist for that scheduled overtime period because fewer than ten hours of overtime had been scheduled. However, if an eight-hour or shorter scheduled overtime period must later be extended two or more hours past its scheduled stop time, then any additional overtime hours, by themselves, shall be treated as unscheduled overtime as provided for in A above.

Reimbursement shall be made for cost, up to a maximum of twelve dollars (\$12.00), if a dated, itemized, original receipt from the establishment is provided by the employee. The receipt must indicate that the meal was purchased no more than two hours before or two hours after the qualifying period of overtime. The City shall not reimburse the cost of alcoholic beverages and gratuities. An employee may, at his or her discretion, apply for a ten dollar (\$10.00) meal allowance in lieu of the meal reimbursement benefit. Submission of receipts will not be required for meal allowance applications. An employee qualifying for a meal reimbursement benefit must submit either an application for meal reimbursement, or an application for meal allowance, no later than the close of the business day following the day the meal was purchased. Absent such an application, no reimbursement or allowance will be paid.

A department may, at its discretion, provide or engage another agency to provide one or all of the meals for which the meal reimbursement or allowance benefit would otherwise apply. Employees shall not be eligible for meal reimbursement or allowance for meals so provided.

18.2 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.

18.3        Standby Duty (Applicable in all departments and to all bargaining unit employees):  
Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by pager Standby, at the employee's option, to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the 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 actual hours worked and compensation shall be provided in accordance with Section 18.1.6.

18.3.1        An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

18.4        Seattle Public Utilities' Standby Procedure: Voluntary Standby Rosters will be posted for the Water Operations Division and Watersheds and Transmission Divisions. Senior Workers, Workers and Apprentices in the Operations Division and Senior Workers in the Watersheds and Transmission Divisions may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have his/her name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to his/her scheduled date to commence Standby Duty. An employee may have his/her name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of his/her position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.4.1        If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of one (1) Crew Chief, one (1) Senior Water Pipe Worker, and one (1) Water Pipe Worker/Apprentice in Operations Division, and one (1) Crew Chief or Senior Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Seattle Public Utilities will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Seattle Public Utilities may designate additional personnel to provide equivalent coverage. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees. (Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; total City service (earned-to-date hours) will break a tie in seniority.

18.4.2        Personnel on Standby are expected to call within fifteen (15) minutes after being paged. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided for actual hours worked and in accordance with 18.1.6.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home. If an employee is assigned a City vehicle to take home, overtime pay will start from the time the employee is contacted.

18.4.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel, and travel time shall be at Seattle Public Utilities' expense if required on off-duty time. No employee shall be required to report to other than his normal duty station to commence his/her work day for purposes of such training.

18.4.4 Nothing herein shall be construed to guarantee a minimum staffing level for Standby Duty nor is a maximum level to be implied.

18.4.5 Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of Seattle Public Utilities' standby procedures. Upon mutual agreement, the procedures may be revised and implemented during the life of this agreement.

18.5 Before instituting a standby procedure applicable to any bargaining unit title in any City department, the department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date a procedure was originally proposed, the department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date procedure modifications were originally proposed, the department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.6 Employees in the Water Operations and Water Quality units of the Seattle Public Utilities who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift:

Effective January 1, 2015:	Swing Shift	\$.65/hour
	Graveyard Shift	\$.90/hour
Effective December 30, 2015:	Swing Shift	\$.75/hour
	Graveyard Shift	\$1.00/hour

The above shift premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave benefit (see Section 10.1.8).

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

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

ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1      Transfers: The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2 (E).

19.1.1      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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

19.1.2      Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A.    Transfer in the same class from one department to another.
- B.    Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C.    Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.3.4.

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 jobs skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.4.

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

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

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.2 (D) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 19.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 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 Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

19.2.1 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 19.3.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to his/her former status.

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

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

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

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees\*
- D. Trial service employees\* (who cannot be reverted in accordance with Section 17.4.2.)
- E. Regular employees\* in order of their length of service, the one with the least service being laid off first.

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

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

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an “EEO” category within a department; or (2) 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

19.3.4 At the time of layoff, a regular employee or a trial service employee (per 19.3.2(D) 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 19.1.2(D). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.5. This Section shall apply within each of the following class series: (1) Plumber; Plumber, Senior; Plumber Crew Chief; (2) Water Pipe Worker Apprentice; Water Pipe Worker; Water Pipe Worker, Senior; Water Pipe Crew Chief; Headworks Crew Chief; and Pipeline Maintenance Crew Chief; (3) Utility Service Inspector; Utility Service Inspector, Senior; (4) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician.

19.4 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.

19.4.1 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.

19.4.2 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.

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

- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- F. 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.



- G. 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.
- H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of 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.

19.4.4 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.

19.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
  - 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.

19.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the 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 Seattle Human Resources Director.

19.6 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 20 – GENERAL CONDITIONS

### 20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight (8) hours' work, such employees will be paid one-half (½) hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 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 Revenue Code for privately-owned automobile used for business purpose. The reimbursement rate as of January 1, 2015 is fifty-seven point five cents (\$.575) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents per mile mileage reimbursement rate set forth in Section 20.2 shall be adjusted up or down to reflect the current rate.

20.2.2 When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the appointing authority or his/her designee.

20.3 The City will furnish all WISHA-required equipment. Further, Seattle Public Utilities' employees engaged in outside work will be provided the following protective clothing:

- A. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year;
- B. One pair of safety toe rubber boots with replacement on a wear basis;

- C. One pair of cotton or rubber gloves on an as needed basis;
- D. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

20.3.1 Plumbers: The City will make the following items available to employees as needed, based on work assignment:

- A. Rain gear
- B. Safety/rubber boots
- C. Gloves
- D. Coveralls

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

20.4 Bulletin Board: The City, upon written request from the Union relative to a specific City department that employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Shoes: The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). At its discretion, the department will either provide such shoes or reimburse employees for the cost of the shoes to a maximum of Ninety Dollars (\$90.00) in the first contract year. Employees shall be eligible for such reimbursement upon employment or to replace or repair worn out shoes as needed. Reimbursement hereunder shall be made equally for safety shoes providing acceptable toe protection with materials that may replace steel, which is now being used for this purpose.

Effective January 1, 2016, the maximum allowance shall be increased to One Hundred Ten Dollars (\$110.00). Effective January 1, 2017, the maximum annual allowance shall be increased to One Hundred Thirty Dollars (\$130.00) for the remaining term of the contract.

20.5.1 To be eligible for reimbursement, the employee must produce acceptable evidence of purchase or repair and must purchase or repair boots to the standard as set by the department's director or his/her designee. An employee who does not use the full allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year.

20.6 Seattle Center Employee Monorail Use: Seattle Center employees shall be permitted to continue to ride the Monorail without charge, provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split

shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

20.7 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 May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988, 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.

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

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

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

20.8 Plumber's License: Employees in the classifications of Plumber, Plumber Senior, and Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9 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 and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear will be borne by the City.

20.10 Employees in the classification of Plumber performing testing, installation, and maintenance of backflow prevention devices, which work requires DHS cross-connection certification, shall be paid an additional one dollar (\$1.00) per hour while so assigned.

20.11 Plumbers' Sprinkler System Confidence Testing Premium Pay: Effective upon the signing of this Agreement, Plumbers, Senior Plumbers, and Plumber Crew Chiefs shall be eligible for a Two Hundred Dollar (\$200) per month premium pay for building sprinkler system confidence testing, maintenance, repairs, and installation of building sprinkler systems, while Seattle Fire Department certification is maintained. Each department will determine and limit the number of certifications required to perform the work within their respective department. If a certification is required, all costs to obtain and maintain the certification shall be paid by the City.

20.12 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

20.13 Commercial Driver's License: If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license 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 shall pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests. In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

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

Nothing contained herein shall guarantee that written exams, skill tests, or training classes established for the purposes described herein shall be conducted during regular work hours or

through adjusted work schedules nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

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.

20.14 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.

20.15 Reinstatement: Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

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

20.17 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

- a. Implementation of the Affordable Care Act (ACA).
- b. Changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- c. The City's compensation philosophy, methods and processes associated with determining wage adjustment, including the City's interest in total compensation.
- d. Modifications to Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

## ARTICLE 21 – APPRENTICESHIP

21.1 The Seattle Public Utilities’ apprenticeship program for journey-level Water Pipe Workers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Water Pipe Worker Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Water Pipe Worker Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Water Pipe Worker Apprentice. Discharge from the program shall result in termination from employment with the Seattle Public Utilities.

21.2 The City of Seattle’s apprenticeship program for journey-level Plumbers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Plumber Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Plumber Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Plumber Apprentice. Discharge from the program shall result in termination from employment with the City.



## ARTICLE 22 – RIGHTS OF MANAGEMENT

22.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules, and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1), (2) or (3) above shall be made by the appointing authority 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 appointing authority involved to contract out work under this provision, the Union shall be notified. The appointing authority involved shall make available to Local 32 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 in Section 22.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.

## ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE

23.1 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 service; the rights to increase or diminish operations, in whole or in part; the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

23.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

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

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

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

## ARTICLE 24 – ENTIRE AGREEMENT

24.1 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.

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

ARTICLE 25 – SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, 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.

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

ARTICLE 26 – SAVINGS CLAUSE

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

ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall become effective upon signing by the parties or January 1, 2015, whichever is later, and shall remain in effect through December 31, 2018. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING  
INDUSTRY, LOCAL 32

CITY OF SEATTLE  
Executed under authority of Ordinance

and

\_\_\_\_\_  
Kurt Swanson  
Business Representative

\_\_\_\_\_  
Edward B. Murray  
Mayor

\_\_\_\_\_  
Charlene MacMillan-Davis  
Labor Negotiator

## APPENDIX A

### Plumbers Unit\*

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.4 and 7.5. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.4 and 7.5.

Section 1.1: Effective December 31, 2014, salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$24.80	\$25.72	\$26.75	\$27.82	\$28.85
Operations Response Center Operator	\$26.75	\$27.82	\$28.85	\$29.95	\$31.14
Operations Response Center Operator, Senior	\$28.85	\$29.95	\$31.14	\$32.35	\$33.63
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$22.00 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$22.99 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$23.97 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$24.96 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$25.94 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$26.93 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$27.91 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$28.90 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$29.88 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$30.87				
Plumber	\$32.84	\$34.14	\$35.47		
Plumber, Senior	\$36.85	\$38.31			
Utility Maintenance Specialist – SPU	\$30.83	\$32.00	\$33.30		
Utility Maintenance Specialist, Senior – SPU	\$32.66	\$33.90	\$35.25		
Utility Service Inspector	\$30.91	\$32.08	\$33.30	\$34.64	\$36.08
Utility Service Inspector, Senior	\$33.30	\$34.64	\$36.08	\$37.42	\$38.78
Water Meter Changer	\$24.30	\$25.29	\$26.25		
Water Pipe Helper	\$21.31	\$23.67	\$24.30	\$25.29	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$25.62 (85%)	\$26.22 (87%)	\$27.43 (91%)	\$28.33 (94%)	
Water Pipe Worker	\$27.88	\$28.98	\$30.14	\$31.33	
Water Pipe Worker – WDM I*	\$28.16	\$29.27	\$30.43	\$31.63	

Water Pipe Worker, Senior	\$31.15	\$32.36	\$33.61	
Water Pipe Worker, Senior – WDM II*	\$32.47	\$33.65	\$34.94	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Equipment Technician	\$31.72	\$32.98	\$34.36	
Water Treatment Operator	\$25.83	\$26.85	\$27.89	\$29.03
Water Treatment Operator – WDM I*	\$26.11	\$27.11	\$28.17	\$29.30
Water Treatment Operator, Assigned Relief**	\$26.86	\$27.92	\$29.01	\$30.19
Water Treatment Operator, Senior	\$30.10	\$31.31	\$32.54	

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\*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)



Section 1.2: Effective December 30, 2015 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$25.30	\$26.23	\$27.29	\$28.38	\$29.43
Operations Response Center Operator	\$27.29	\$28.38	\$29.43	\$30.55	\$31.76
Operations Response Center Operator, Senior	\$29.43	\$30.55	\$31.76	\$33.00	\$34.30
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$22.45 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$23.45 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$24.46 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$25.46 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$26.47 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$27.47 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$28.48 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$29.48 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$30.49 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$31.49				
Plumber	\$33.50	\$34.82	\$36.18		
Plumber, Senior	\$37.59	\$39.08			
Utility Maintenance Specialist – SPU	\$31.45	\$32.64	\$33.97		
Utility Maintenance Specialist, Senior – SPU	\$33.31	\$34.58	\$35.96		
Utility Service Inspector	\$31.53	\$32.72	\$33.97	\$35.33	\$36.80
Utility Service Inspector, Senior	\$33.97	\$35.33	\$36.80	\$38.17	\$39.56
Water Meter Changer	\$24.79	\$25.80	\$26.78		
Water Pipe Helper	\$21.74	\$24.14	\$24.79	\$25.80	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$26.13 (85%)	\$26.74 (87%)	\$27.97 (91%)	\$28.90 (94%)	
Water Pipe Worker	\$28.44	\$29.56	\$30.74	\$31.96	
Water Pipe Worker – WDM I*	\$28.72	\$29.86	\$31.04	\$32.26	
Water Pipe Worker, Senior	\$31.77	\$33.01	\$34.28		
Water Pipe Worker, Senior – WDM II*	\$33.12	\$34.32	\$35.64		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Equipment Technician	\$32.35	\$33.64	\$35.05	
Water Treatment Operator	\$26.35	\$27.39	\$28.45	\$29.61
Water Treatment Operator – WDM I*	\$26.63	\$27.65	\$28.73	\$29.89
Water Treatment Operator, Assigned Relief**	\$27.40	\$28.49	\$29.59	\$30.79
Water Treatment Operator, Senior	\$30.70	\$31.94	\$33.19	

\*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

Section 1.3: Effective December 28, 2016 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$25.93	\$26.89	\$27.97	\$29.09	\$30.17
Operations Response Center Operator	\$27.97	\$29.09	\$30.17	\$31.31	\$32.55
Operations Response Center Operator, Senior	\$30.17	\$31.31	\$32.55	\$33.83	\$35.16
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$23.01 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$24.04 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$25.07 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$26.10 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$27.13 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$28.16 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$29.19 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$30.22 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$31.25 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$32.28				
Plumber	\$34.34	\$35.69	\$37.08		
Plumber, Senior	\$38.53	\$40.06			
Utility Maintenance Specialist – SPU	\$32.24	\$33.46	\$34.82		
Utility Maintenance Specialist, Senior – SPU	\$34.14	\$35.44	\$36.86		
Utility Service Inspector	\$32.32	\$33.54	\$34.82	\$36.21	\$37.72
Utility Service Inspector, Senior	\$34.82	\$36.21	\$37.72	\$39.12	\$40.55
Water Meter Changer	\$25.41	\$26.45	\$27.45		
Water Pipe Helper	\$22.28	\$24.74	\$25.41	\$26.45	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$26.78 (85%)	\$27.41 (87%)	\$28.67 (91%)	\$29.62 (94%)	
Water Pipe Worker	\$29.15	\$30.30	\$31.51	\$32.76	
Water Pipe Worker – WDM I*	\$29.44	\$30.61	\$31.82	\$33.07	
Water Pipe Worker, Senior	\$32.56	\$33.84	\$35.14		
Water Pipe Worker, Senior – WDM II*	\$33.95	\$35.18	\$36.53		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Equipment Technician	\$33.16	\$34.48	\$35.93	
Water Treatment Operator	\$27.01	\$28.07	\$29.16	\$30.35
Water Treatment Operator – WDM I*	\$27.30	\$28.34	\$29.45	\$30.64
Water Treatment Operator, Assigned Relief**	\$28.09	\$29.20	\$30.33	\$31.56
Water Treatment Operator, Senior	\$31.47	\$32.74	\$34.02	

\*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

Section 1.4: Effective December 27, 2017 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$26.64	\$27.63	\$28.74	\$29.89	\$31.00
Operations Response Center Operator	\$28.74	\$29.89	\$31.00	\$32.17	\$33.45
Operations Response Center Operator, Senior	\$31.00	\$32.17	\$33.45	\$34.76	\$36.13
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$23.64 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$24.70 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$25.75 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$26.81 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$27.87 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$28.93 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$29.99 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$31.05 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$32.10 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$33.16				
Plumber	\$35.28	\$36.67	\$38.10		
Plumber, Senior	\$39.59	\$41.16			
Utility Maintenance Specialist – SPU	\$33.13	\$34.38	\$35.78		
Utility Maintenance Specialist, Senior – SPU	\$35.08	\$36.41	\$37.87		
Utility Service Inspector	\$33.21	\$34.46	\$35.78	\$37.21	\$38.76
Utility Service Inspector, Senior	\$35.78	\$37.21	\$38.76	\$40.20	\$41.67
Water Meter Changer	\$26.11	\$27.18	\$28.20		
Water Pipe Helper	\$22.89	\$25.42	\$26.11	\$27.18	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$27.52 (85%)	\$28.17 (87%)	\$29.47 (91%)	\$30.44 (94%)	
Water Pipe Worker	\$29.95	\$31.13	\$32.38	\$33.66	
Water Pipe Worker – WDM I*	\$30.25	\$31.45	\$32.70	\$33.98	
Water Pipe Worker, Senior	\$33.46	\$34.77	\$36.11		
Water Pipe Worker, Senior – WDM II*	\$34.88	\$36.15	\$37.53		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Equipment Technician	\$34.07	\$35.43	\$36.92	
Water Treatment Operator	\$27.75	\$28.84	\$29.96	\$31.18
Water Treatment Operator – WDM I*	\$28.05	\$29.12	\$30.26	\$31.48
Water Treatment Operator, Assigned Relief**	\$28.86	\$30.00	\$31.16	\$32.43
Water Treatment Operator, Senior	\$32.34	\$33.64	\$34.96	

\*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

APPENDIX B

Crew Chief Unit

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.4 and 7.5. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.4 and 7.5.

Section 1.1: Effective December 31, 2014, salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$36.04	\$37.47	\$38.98	\$40.53	\$42.15
Transmission Crew Chief	\$34.25	\$35.63	\$37.10	\$38.48	\$39.89
Transmission Crew Chief – WDM II*	\$34.63	\$35.99	\$37.46	\$38.83	\$40.26
Water Meter Crew Chief	\$29.95	\$31.14	\$32.35		
Water Pipe Crew Chief	\$34.25	\$35.63	\$37.10	\$38.48	\$39.89
Water Pipe Crew Chief – WDM II*	\$34.63	\$35.99	\$37.46	\$38.83	\$40.26
Water Treatment Crew Chief	\$34.99	\$36.28	\$37.69		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.2: Effective December 30, 2015 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$36.76	\$38.22	\$39.76	\$41.34	\$42.99
Transmission Crew Chief	\$34.94	\$36.34	\$37.84	\$39.25	\$40.69
Transmission Crew Chief – WDM II*	\$35.32	\$36.71	\$38.21	\$39.61	\$41.07
Water Meter Crew Chief	\$30.55	\$31.76	\$33.00		
Water Pipe Crew Chief	\$34.94	\$36.34	\$37.84	\$39.25	\$40.69
Water Pipe Crew Chief – WDM II*	\$35.32	\$36.71	\$38.21	\$39.61	\$41.07
Water Treatment Crew Chief	\$35.69	\$37.01	\$38.44		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II



Section 1.3: Effective December 28, 2016 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$37.68	\$39.18	\$40.75	\$42.37	\$44.06
Transmission Crew Chief	\$35.81	\$37.25	\$38.79	\$40.23	\$41.71
Transmission Crew Chief – WDM II*	\$36.20	\$37.63	\$39.17	\$40.60	\$42.10
Water Meter Crew Chief	\$31.31	\$32.55	\$33.83		
Water Pipe Crew Chief	\$35.81	\$37.25	\$38.79	\$40.23	\$41.71
Water Pipe Crew Chief – WDM II*	\$36.20	\$37.63	\$39.17	\$40.60	\$42.10
Water Treatment Crew Chief	\$36.58	\$37.94	\$39.40		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.4: Effective December 27, 2017 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$38.72	\$40.26	\$41.87	\$43.54	\$45.27
Transmission Crew Chief	\$36.79	\$38.27	\$39.86	\$41.34	\$42.86
Transmission Crew Chief – WDM II*	\$37.20	\$38.66	\$40.25	\$41.72	\$43.26
Water Meter Crew Chief	\$32.17	\$33.45	\$34.76		
Water Pipe Crew Chief	\$36.79	\$38.27	\$39.86	\$41.34	\$42.86
Water Pipe Crew Chief – WDM II*	\$37.20	\$38.66	\$40.25	\$41.72	\$43.26
Water Treatment Crew Chief	\$37.59	\$38.98	\$40.48		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>Executive Contact/Phone:</b>
Seattle Department of Human Resources	David Bracilano/684-7874 Sarah Butler/684-7874	Jessica Wang/615-1759

**1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions in the Coalition of City Unions, for the time period January 1, 2015 through December 31, 2018; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** This legislation authorizes the Mayor to implement four collective bargaining agreements between the City and certain unions in the Coalition of City Unions: 1) Professional and Technical Employees Local 17 (“Local 17”), Professional, Technical, Senior Business, Senior Professional and Administrative Support bargaining units; 2) Local 17 Probation Counselors unit; 3) the Seattle Municipal Court Marshals’ Guild; and 4) Journeymen Apprentices of the Plumbing and Pipefitting Industry, Local 32 (“Local 32”). The collective bargaining agreements are four-year agreements on wages, benefits, hours and other working conditions for the time period January 1, 2015 through December 31, 2018. This legislation affects up to approximately 2,600 regularly appointed City employees.

The collective bargaining agreements provide for wage adjustments of 2 percent in 2015, 2 percent in 2016, 2.5 percent in 2017 and 2.75 percent in 2018. Additionally, titles experiencing retention and recruitment issues will receive an additional 3.5 percent increase in 2015 (see Attachment 5 to this Summary and Fiscal Note). Employees who work a graveyard or swing shift will receive an additional \$0.10 per hour effective on December 30, 2015. Employees in 2016 will receive an increase of \$20 for boots, clothing or tools, and an additional \$20 increase for the same in 2017. The agreements also provide for bringing all wages up to \$15 per hour effective April 1, 2015, ahead of the city Minimum Wage schedule (Ordinance 124490).

The parties will continue health care cost sharing as agreed upon in the previous agreement: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The collective bargaining agreements provide other terms and conditions of the four-year agreement. Employees who furloughed in 2010 will receive the same number of hours taken and those hours will be split equally in 2016 and 2017; the leave cannot be cashed out or carried over from year to year. The City and union also agreed to a SCERS II retirement system for new employees hired on or after January 1, 2017, among other items.

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**X This legislation does not have direct financial implications.**

Labor Relations developed the estimate below to approximate the 2015 – 2018 costs of ratifying the new agreement. Costs for the 2014 – 2018 collective bargaining agreement, which include City contributions to retirement, social security and Medicare, were included in the cost of the 2015-2016 biennial budget. Funds were set aside in the 2016 Adopted Budget to cover these cost increases; separate, future legislation will be forward by the City Budget Office in early 2016 to authorize appropriations of funds to departments.

Coalition members' base wages will increase by 2 percent for 2015, 2 percent for 2016, 2.5 percent for 2017 and 2.75 percent for 2018. The aggregate cost of wages for members (and for non-represented employees, which have historically been extended the same increases) is estimated to grow from \$823 million in 2014 to \$916 million in 2018. (Note: this estimate does not include minimum wage costs. The minimum wage funds were authorized in the 2015 Budget and will be appropriated in the same City Budget Office legislation noted above.)

### 4. OTHER IMPLICATIONS

- a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?**  
No.
- b) **Is there financial cost or other impacts of not implementing the legislation?**  
If the contract is not legislated, employees will continue to receive the same wages that became effective on January 1, 2014. There may be other legal risks associated with not implementing the legislation.
- c) **Does this legislation affect any departments besides the originating department?**  
Yes, there are cost and potential operational impacts to departments that have employees represented by Local 17 (most City departments).
- d) **Is a public hearing required for this legislation?**  
No.
- e) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No.
- f) **Does this legislation affect a piece of property?**  
No.
- g) **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**

No.

- h) If this legislation includes a new initiative or a major programmatic expansion:  
What are the long-term and measurable goals of the program? Please describe how  
this legislation would help achieve the program's desired goals.**

N/A

- i) Other Issues:** None

**List attachments/exhibits below:**

- Summary Attachment 1 -Agreement between the City and Local 17 Citywide (Bill Draft Version)
- Summary Attachment 2 - Agreement between the City and Local 17 Probation Counselors (Bill Draft Version)
- Summary Attachment 3 - Agreement between the City and the Court Marshals' Guild (Bill Draft Version)
- Summary Attachment 4 - Agreement between the City and Local 32 (Bill Draft Version)
- Summary Attachment 5 - 2015 Wage Adjustments to Address Recruitment and Retention

AGREEMENT

by and between

THE CITY OF SEATTLE

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL  
ADMINISTRATIVE SUPPORT

Effective January 1, 2015, through December 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE .....	1
1 NON-DISCRIMINATION.....	2
2 RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT .....	3
3 RIGHTS OF MANAGEMENT .....	12
4 EMPLOYEE RIGHTS .....	14
5 UNION MEMBERSHIP AND DUES.....	16
6 GRIEVANCE PROCEDURE.....	19
7 WORK STOPPAGES.....	25
8 PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD.....	26
9 CLASSIFICATIONS AND RATES OF PAY .....	30
10 EMPLOYMENT PROCESS .....	36
11 WORK OUTSIDE OF CLASSIFICATION .....	39
12 ANNUAL VACATIONS.....	42
13 HOLIDAYS .....	45
14 LEAVES AND VEBA.....	47
15 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE.....	57
16 RETIREMENT .....	60
17 UNION REPRESENTATIVES .....	61
18 SAFETY STANDARDS .....	63
19 HOURS OF WORK AND OVERTIME .....	64

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

20	TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT.....	72
21	BULLETIN BOARDS .....	79
22	GENERAL CONDITIONS.....	80
23	DISCIPLINARY ACTIONS.....	87
24	LABOR-MANAGEMENT COMMITTEES .....	88
25	SUBORDINATION OF AGREEMENT .....	90
26	SAVINGS CLAUSE.....	91
27	ENTIRE AGREEMENT.....	92
28	TERM OF AGREEMENT.....	93
	APPENDIX A.....	97
	APPENDIX B .....	110
	APPENDIX C .....	132
	APPENDIX D.....	135
	APPENDIX E .....	142



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

AGREEMENT

by and between

THE CITY OF SEATTLE

and

PROFESSIONAL  
AND TECHNICAL EMPLOYEES

LOCAL #17

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL #17, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.
- 1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.
- 1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that the City will make a good faith effort to recruit a diverse applicant pool.

- 1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND  
TEMPORARY EMPLOYMENT

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.
- 2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.
- 2.3
- A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.
  - B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
  - C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.
  - D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
  - E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
  - F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- G. 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 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 year when the incumbent is temporarily absent; or
  3. A short-term assignment of up to one year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
  4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
  5. A term-limited assignment for a period of more than one but less than three 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.
- H. 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. Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;
  2. Term-limited assignments starting with the first day and for the duration of the assignment; or,
  3. Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.
- B. Labor-Management Committees per Article 24 will:
1. Review and problem-solve training needs for employees;
  2. Determine how employees will be notified in a timely manner about training opportunities; and
  3. Discuss how employees will have equal access to appropriate and relevant training.
- 2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- A. 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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

2.7 TEMPORARY EMPLOYEES

- A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. 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 6.
- B. 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 Appendices covering the classification of work in which they are employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 9.10.B, 9.10.D and 9.10.E.
- C. Premiums Applicable To 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 eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + .....	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12]

months, they shall receive twenty-five percent [25%] premium pay.)

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

- D. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.
- E. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.
- F. Medical, Dental and Vision Coverage to Temporary Employees Who 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, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- G. 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 (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.
- H. 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 holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.
  2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay, during the same workweek.
  3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.
  4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
  5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
  6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- I. Non-Benefits-Eligible Temporary Employee Unpaid Leave.--A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, and who is not benefits-eligible may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.
- J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.
- K. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.
- M. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.
- N. The City may hire temporary employees subject to the terms set forth in Subsections (1), (2) and (3) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.
  - 1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but less than six (6) months.
  - 2. 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 weeks for the purpose of discussing the status of filling the vacant position prior to one year.
  - 3. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.
- O. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15. 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.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees), and they may participate with the next higher level of supervision in conducting performance evaluations.
  - Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.
  - R. A temporary employee who has worked one thousand forty (1040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.
  - S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.
  - T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.
- NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.
- U. Cumulative sick leave with pay computed at the rate of 0.033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that “work study” employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.
- Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.
- 3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.
- 3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.
- 3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

- 3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.
- 4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.
- 4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.
- 4.4 Any performance standards used to measure the performance of employees shall be reasonable.
- 4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

- A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
- B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
- C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

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

- 4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

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

5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are conditionally exempted from the Administrative Support Unit or who occupy “*grandfathered*” bargaining unit positions per Attachments B, C, or D of the Letter of Agreement effective October 1, 1992, which resolved PERC Case No. 6915-C-87-367) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

A temporary employee may, in lieu of the Union membership requirements set forth in this Article, pay a Union service fee in an amount equivalent to the regular dues of the Union for all hours worked (based on gross straight-time earnings, including premium pay) within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

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

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head or his/her designee shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

- 5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

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

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 6.1.1 Reclassification grievances shall be processed per Section 6.9.
- 6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.
- 6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.
- 6.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.
- As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.
- 6.6 A grievance shall be processed in accordance with the following procedure:

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

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

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

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

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

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

notification from the ADR Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

- A. Identification of Sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- B. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

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

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
  - 1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or
  - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).



ARTICLE 7 - WORK STOPPAGES

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

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

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

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

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

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

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

- A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.
- C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.
- D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

For employees of the Municipal Court, an employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the Division Director or designee, the employee and the Union prior to expiration of the trial service period and subject to approval by the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.
- I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

- A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.
- B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

- 8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources 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.

For employees of the Municipal Court, 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 Presiding Judge, 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. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

- 8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

- 9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.
- 9.2 Effective December 31, 2014, rates of pay shall be according to Appendices A through E, which include a 2.0 % increase.
- 9.3 Effective December 30, 2015, rates of pay shall be according to Appendices A through E, which include a 2.0 % increase.
- 9.4 Effective December 28, 2016, rates of pay shall be according to Appendices A through E, which include a 2.5 % increase.
- 9.5 Effective December 27, 2017, rates of pay shall be according to Appendices A through E, which include a 2.75 % increase.
- 9.6 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.
- 9.7 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.
- 9.8 A. Every position in the bargaining unit shall be classified at the direction of the Seattle Human Resources Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:
1. The same descriptive title may be used to designate each position in the class;

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and
    3. One schedule of compensation will apply with equity under substantially the same employment conditions.
  - B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.
  - C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.
  - D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.
  - E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Seattle Human Resources Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any specification "*and to perform related work as required*" shall be liberally construed.
- 9.9
  - A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.
  - B. When a position is reclassified to a class of a higher level, the Seattle Human Resources Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Seattle Human Resources Director finds:
    1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and
    2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Seattle Human Resources Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

- C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.
- D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Seattle Human Resources Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Seattle Human Resources Director, they may remain in the reclassified position for a temporary period as limited by the Seattle Human Resources Director only until transferred to another position in the class in which they have regular standing.

- 9.10
- A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.
  - B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.70; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "*actual service*" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.
- D. In determining "*actual service*" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in paragraph B of this Section.
- G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed*;" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.
- I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "*incumbent*" for so long as they remain in such position or until the regular salary for the lower class exceeds the "*incumbent*" rate of pay.
- J. When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the classification exceeds the "*incumbent*" rate of pay.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 10 - EMPLOYMENT PROCESS

- 10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.
- 10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.
- 10.1.2 Exceptions to the requirement in 10.1 are:
- A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);
  - B. Fill from a Reversion Recall List (Section 8.4F);
  - C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or
  - D. Other good reasons mutually agreed upon on a case-specific basis.
- 10.1.3 The Seattle Human Resources Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.
- 10.2 The Seattle Human Resources Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.
- 10.3 The Seattle Human Resources Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Seattle Human Resources Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.
- 10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.
- 10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.
  - 10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.
- 10.6 The Seattle Human Resources Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.
- 10.7 The Seattle Human Resources Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.
  - 10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Seattle Human Resources Director or their designee at the time of the qualification/appointment audit.
- 10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.
- 10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development of bridge classes to develop employee potential. The joint committee will submit the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

recommended strategies to the Seattle Human Resources Director for their consideration.

- 10.9.1 An employee who is selected to participate in a program implemented by the Seattle Human Resources Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Technical Unit and Administrative Support Unit

- A. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.
- B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

11.3 Senior Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.4 Senior Business Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

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

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

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

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

11.8 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 12 - ANNUAL VACATIONS

- 12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 12.2 "*Regular pay status*" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 12.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.
- 12.6 In the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 12.6.1 For employees of the Municipal Court, in the event that the City cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee in order to allow rescheduling of the employee's vacation. In such cases the Presiding Judge shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.
- 12.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.
- 12.8 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation they have previously accrued.
- 12.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 12.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 12.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

ARTICLE 13 - HOLIDAYS

- 13.1 The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 13.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 13.4 shall be made only once per affected employee for any one holiday.

- 13.1.1 Employees who have either:
1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 12.2) or
  2. Are accruing vacation at a rate of .0615 or greater (article 12.12)

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

- 13.2 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 13.4 of this Article for time worked on that day.
- 13.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- 13.3.1 Weekly Overtime - With prior approval by section managers, Police Department employees may volunteer to work a scheduled day off in lieu of working a holiday that falls within the same work week. The holiday paid for, but not worked, shall not be recognized as time worked for the purpose of determining weekly overtime.
- 13.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and, in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Departmental practices in relation to the payment for work on holidays shall continue for the term of this Agreement.
- 13.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 13.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

ARTICLE 14 – LEAVES AND VEBA

- 14.1 A. Sick Leave - Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
1. Illness or injury that prevents the employee from performing their regular duties.
  2. Disability of the employee due to pregnancy and/or childbirth.
  3. Employee medical or dental appointments.
  4. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  5. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.
  6. An employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  7. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  8. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  9. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

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

- B. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out. Employees who are eligible to retire 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. 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.

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-retain employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service from the date of the vote 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-retain members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service from the date of the vote shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 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.

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.

- C. Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 6 of this Agreement through Step 3 of Section 6.6. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 6.6.
- 14.2 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 14.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Seattle Human Resources Director or their designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or their designee shall see fit to have made.

For employees of the Municipal Court, compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee.

- A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Seattle Human Resources Director or their designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

For employees of the Municipal Court, compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or designee of a request from the employee supported by a report of the employee's physician. Employees shall provide themselves with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

- B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 14.1.A.8 of this agreement.
- C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 14.1.A.9 of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

- A. When suspended or on leave without pay and when laid off or on other non-pay status.
- B. When off work on a holiday.
- C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

14.5 Prerequisites For Payment

- A. Prompt Notification: - The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.
- B. Notification While on Paid Vacation or Compensatory Time Off: - If an employee is injured or is taken ill while on paid vacation or compensatory time off, they

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

- C. Claims to be in 15 minute increments: - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.
- D. Limitations of Claims: - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 14.5.F). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Articles 11.6 and 19.27 for sick leave use and rate of pay for out-of-class assignments and standby duties.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

14.6 Industrial Injury or Illness

- A. Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

- B. Whenever an employee is injured on-the-job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.6A.
- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- E. Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.6A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.6A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 14.6A.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE: The parties agree that either may reopen for negotiation the terms and conditions of Section 14.6 of this Article.

#### 14.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

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

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

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

- 14.10 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

- 14.11 Paid Parental Leave- Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave", may take leave for bonding with their new child.

- 14.12 Leaves of Absence

A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Seattle Human Resources Director.
- C. For employees at the Municipal Court, a request for an unpaid leave of absence longer than sixty (60) days may be granted by the Presiding Judge with notice to the Seattle Human Resources Director.
- D. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

At the expiration of the authorized leave of absence, a member of the bargaining unit shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

14.13 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.14 Paid Leave For 2010 Furloughs

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

ARTICLE 15 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND  
LONG-TERM DISABILITY INSURANCE

- 15.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Services as self-insured plans, and 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 15.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 15.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 15.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 15.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 15.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- A. Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 15.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- C. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

- 15.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

- 15.4 Long-term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 15.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 15.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 16 - RETIREMENT

- 16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 16.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 17 - UNION REPRESENTATIVES

- 17.1 The Executive Director or Union Representative of the Union may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.
- 17.2 The Executive Director and/or Union Representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the City Personnel Office with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the City officials or change working conditions.
- 17.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of Personnel or a designee for discussions with the Executive Director or designee. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Executive Director or designee, the shop steward or Union Representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.
- 17.4 Where allowable and after prior arrangements have been made, the City may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.
- 17.5 Any individual member in one of the bargaining units who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.
- 17.6 The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

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

ARTICLE 18 - SAFETY STANDARDS

- 18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City than called for as minimum by state codes, City standards shall prevail.
- 18.2 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.
- 18.3 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.
- 18.4 Each steward will be allowed time off with pay to attend departmental safety meetings, pertinent to their work location as scheduled by the appropriate department.
- 18.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

I. Professional, Technical, and Administrative Support Units

- 19.1 Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.
- 19.2 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during each half of their workday except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.
- 19.3 Employees covered by this Agreement shall be provided a meal time, which shall not exceed one (1) hour; except for Bridge Operators, whose workday consists of eight (8) consecutive hours of work.
- 19.4 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay. Consistent past practice with regard to work to be considered as "*extraordinary overtime*" shall be continued for the term of this Agreement.

NOTE: There is no past practice of work considered to be "*extraordinary overtime*" in the Police Department, except as provided per SMC 4.20.230.

A. Employees working in positions classified as Property Rehabilitation Specialist, Property Rehabilitation Specialist, Supervisor, and Research and Evaluation Assistant I assigned to the "*Lighting Lab*" at City Light shall make necessary adjustments, when approved by the City, in their normal work hours required to fulfill their job responsibilities within forty (40) hours per work week without overtime compensation.

B. Civil Rights Analysts

1. Shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within an average forty (40) hour workweek. If no adjustment of work hours is necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of an average of forty (40) hours per week without overtime compensation.
2. All work required by the City in excess of forty (40) hours in a seven (7)-day period from the day in which the employee works in excess of eight (8) hours

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

or the day in which the employee works in excess of five (5) consecutive workdays shall be considered as overtime and shall be compensated for at the overtime rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

3. Accrual and use of compensatory time must be approved by the City. Where compensatory time is earned, the City must make a reasonable attempt to grant the use of compensatory time off within sixty (60) days of an employee's request. If the compensatory time is not used within a six (6) month period, the City, at its discretion after consulting the affected employee, may schedule the time off or "pay off" the compensatory time.

19.5 Emergency Call Back - An employee covered by this Agreement who is called back to work after completion of their regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

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

19.6 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

19.7 Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

19.8 For employees covered by this Agreement, overtime shall either be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

19.9 When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

19.10 A. Employees working in positions identified as Neighborhood District Coordinator and Supervising Neighborhood District Coordinator shall make necessary adjustments when approved by the City in their normal daily work hours required to fulfill their normal job responsibilities within forty (40) hours per work week. If no adjustments of work hours are necessary, the employee's normal workday shall be eight (8) consecutive hours of work excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.

B. Employees working in positions identified as Counselor and Registered Nurse Consultant shall, with notification to the supervisor and advance approval when foreseeable, make the necessary adjustments in their daily work hours required to fulfill their job responsibilities within a forty (40) hour work week. If no adjustments of work hours are necessary, the employee's normal work day shall be eight (8) consecutive hours of work, excluding the period designated as meal time; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per week without overtime compensation or mutually agreed upon comp time. If a flex adjustment is unforeseeable, the employee will notify the supervisor the following day.

19.11 Employees working in positions identified as Recreation Program Specialist, and Senior Recreation Program Specialist will work an irregular schedule related to the schedule of program activities for which they are responsible, including associated activities such as staff and advisory council meetings, preparation time, development of budgets and reports, and any other duties that are part of the normal responsibility of these positions.

A. Arts, Special Populations, Outdoor Recreation, and Athletics

1. Employees in the specialty areas of art, special populations outdoor recreation and athletics will be paid for and will be expected to work eighty (80) hours at their regular rate of pay in each fourteen (14) day period even though their hours may fluctuate according to the varying time demands of activities for which they are responsible. Employees' days off will be scheduled as two (2) consecutive days occurring twice in the fourteen (14) day period whenever possible.
2. When an activity in one of these specialty areas is scheduled for overnight, a maximum of eight (8) hours of work per calendar day, during which the employee's travel and participation is required, will be credited.
3. Hours worked beyond eighty (80) in a pay period will be compensated in overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

B. Compensatory Time Off In Lieu Of Overtime Pay

1. Compensation for overtime work, by mutual agreement of the City and the employee, may be in compensatory time off in an amount equal to one and one-half (1-1/2) times the number of hours worked.
2. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.
3. A written record of compensatory time earned and used shall be maintained by the City.
4. Compensatory time may be accumulated up to a maximum of forty (40) hours. Additional overtime earned shall be paid at the prescribed rate.
5. Compensatory time must be used within one (1) year of the time it is earned or the overtime will be paid by warrant.

II. Senior Professional Unit

- 19.12 Eight (8) hours shall constitute a day's work and five (5) consecutive days a week's work; provided, however, other straight-time hours of work may be established by mutual written agreement between the City and the Union.
- 19.13 All work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime.
- 19.14 Employees covered by this Agreement shall be provided a meal time that shall not exceed one (1) hour.
- 19.15 Overtime that has been specifically directed by an employee's immediate supervisor shall be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked.
- 19.16 Overtime that is performed at the discretion of the employee, in order to expedite or facilitate their work commitment and which has the prior approval of their immediate supervisor, who is not a member of the bargaining unit, shall, at the discretion of the City, be either paid for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or compensated for by compensatory time off at a rate of one and one-half (1-1/2) times the overtime hours worked.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 19.17      Emergency Call Back - An employee who is called back to work after the completion of their regular shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 19.17.1    Definition of an Emergency Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided, however, that in the event they are called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, they shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the Call Back provision shall not apply.
- 19.18      When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.
- 19.19      An employee who is directed to work on a holiday recognized by this Agreement shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to holiday pay.
- 19.20      When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed.
- III.        Senior Business Unit
- 19.21      Employees working in positions covered by the Senior Business Unit shall, when necessary, be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day shall normally be eight (8) consecutive hours of work except for that period designated as meal time. Such employees shall not be expected by management to work in excess of an average of forty (40) hours per week.
- 19.22      The work week shall consist of forty (40) hours of work within a five (5) day period.
- 19.23      All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; except for those areas where past practice has established a higher rate.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- 19.24 Compensatory time off may be used in lieu of cash at the rate as described in Section 3 provided the employee elects to accept compensatory time. Employees may determine when they take compensatory time off, provided that this time off does not interfere with workload requirements and has prior approval from the Supervisor.

IV. All Units

- 19.25 A. Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "*reasonable cost*" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment for said meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum Six Dollars (\$6.00) in lieu of reimbursement for the meal.
- B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:
1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals cannot be saved, consumed and claimed at some later date.
  2. In determining "*reasonable cost*," the following shall also be considered:
    - a. The time period during which the overtime is worked;
    - b. The availability of reasonably priced eating establishments at that time.
  3. The City shall not reimburse for the cost of alcoholic beverages.
- C. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.
- D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift of not less than eight (8) hours, said employee shall be eligible for meal reimbursement pursuant to this section; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars (\$6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

19.26 Four-Day Work Week and Other Alternative Work Schedules - It is hereby agreed that the City may, notwithstanding Sections 19.1, 19.5, 19.12, 19.13, 19.21, and 19.22 of this Article, upon notice to the Union, agree to a four (4) day, forty (40) hour work week or other alternative work schedule affecting employees covered by this Agreement subject to such terms and conditions established by each department. In administering the four (4) day, forty (40) hour work week and other alternative work schedules, the following working conditions shall prevail:

- A. Employee participation shall be on a voluntary basis.
- B. Vacation benefits shall be accrued and expended on an hourly basis.
- C. Sick leave benefits shall be accrued and expended on an hourly basis.
- D. Holidays shall be granted in accordance with Article 13 of this Agreement.
- E. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.
- F. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 13.5 and 13.6).

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

- 1. Employees may revert back to a 5-day/40 hour work week, in which the holiday falls, if available.
- 2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, be unpaid.
- 3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normal scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

- 19.27 Whenever an employee covered by this Agreement is placed on standby duty by the City, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employees' straight-time hourly rate of pay for all hours assigned. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 19.5, or Section 19.17.

- 19.28 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

- 19.29 Telecommuting – Employees may request, and the appointing authority may approve telecommuting work arrangements consistent with Personnel Rule 9.2 when the appointing authority determines that the employee's work can be effectively carried out and accounted for under such conditions. Terms and conditions of individual telecommuting arrangements shall be set forth in completed and signed telecommuting agreements with a copy provided to the Union.

ARTICLE 20 - TRANSFER, VOLUNTARY REDUCTION,  
LAYOFF, AND SERVICE CREDIT

20.1      Transfer:

- A. The transfer of an employee shall not constitute a promotion except as provided in Section 20.1C5 of this Article.
- B. Intra-departmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.
- C. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:
  - 1. Transfer in the same class from one department to another;
  - 2. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
  - 3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 20.5C.

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 20.5D.

4. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service, or probationary employee is not displaced.
5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 20.1C4 of this Article is not practicable.
6. The Seattle Human Resources Director may approve a transfer under C1, C2, C3, C4, or C5 above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 20.1 shall serve probationary and/or trial service period as may be required in Section 8.5.

20.2 Voluntary Reduction:

- A. A regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

For employees of the Municipal Court, a regularly appointed employee may be reduced to a lower class upon their written request stating their reasons for such reduction, if the request is approved by the Presiding Judge or designee and advanced notice is provided to the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service, or probationary employee.

- B The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing, concurred in by the appointing authority of the department, that the



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

For employees of the Municipal Court, an employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 20.6. Upon a showing that the reason for such voluntary reduction no longer exists, the Presiding Judge or designee may restore the employee to their former status with advanced notice to the Seattle Human Resources Director.

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

20.4 Layoff for purposes of this Agreement shall be defined as:

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

20.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;
2. Temporary or intermittent employees not earning service credit;
3. Probationary employees \*;
4. Trial service employees \* (who cannot be reverted in accordance with Section 8.4B); or
5. Regular employees \* in order of their length of service, the one with the least service being laid off first.

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

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

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.
- C. At the time of layoff, a regular employee or a trial service employee (per 20.5A(4) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 20.1C4. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 20.6.
  - D. Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of one year from the date of layoff.
  - E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.
  - F. Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
  - G. If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification the following shall be the order of the Reinstatement Recall List:
    1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
    2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
    3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.
5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 8, Section 8.4, shall apply.
6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
7. The City may recall laid off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training or skill.
8. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the Union representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

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

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

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an equal or higher class, including service in other

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

departments and shall include temporary or intermittent employment in the same class under regular appointment prior to the regular appointment;

2. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position;
3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;
4. Credit will be given for service prior to an authorized transfer;
5. Service credit will be given for time lost during:
  - a. Jury duty;
  - b. Disability incurred in line of service;
  - c. Illness or disability compensated for under any plan authorized and paid for by the City;
  - d. Service as a representative of a Union affecting the welfare of City employees;
  - e. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

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

For employees at the Municipal Court, for any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

the favorable recommendation of the Presiding Judge and is approved by the Seattle Human Resources Director.

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 21 - BULLETIN BOARDS

- 21.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as International Federation of Professional and Technical Engineers, Local 17. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Personnel Manager, or designated representative prior to posting.

ARTICLE 22 - GENERAL CONDITIONS

- 22.1 Effective as the signing of this contract, a regular full-time employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business on a full-time basis shall be reimbursed at the rate of Seventy-five Dollars (\$75.00) per month for all miles traveled from 01 to 149 miles and shall receive Fifty-seven point Five Cents (\$.575) per mile for each additional mile.

An employee covered by this Agreement, who is required by the City to provide a personal automobile for use in City business on a periodic basis, shall for any day in which their personal automobile is so used be reimbursed at the rate of Fifty-seven point Five Cents (\$.575) per mile.

- 22.1.1 The cents per mile mileage reimbursement rate cited in Section 22.1 above shall be adjusted up or down to reflect the current rate. The miles traveled (01 to 149, effective as the signing of this contract) as enumerated in Section 22.1 shall be adjusted to the figure derived by dividing \$75.00 by the established IRS cents per mile rate in effect on that date.

A regular full-time employee covered by this Agreement who is normally required to provide a personal automobile for use in City business on a full-time basis and is temporarily assigned to office duty for a period of three (3) months or less shall be reimbursed at the rate of Thirty Dollars (\$30.00) per month while so assigned in lieu of the above mileage payment.

- 22.2 An employee covered by this Agreement, who obtains a Washington State Professional Engineer's, Architect's, Landscape Architect's, or Land Surveyor's license on or after consummation of this Agreement, shall have the original cost of the license paid by the City, and an employee covered by this Agreement who currently holds such a license, regardless of when obtained, shall have the annual renewal fee for said license paid by the City; provided, however, that the employee must be working in a classification relevant to the license obtained and/or held by said employee. An employee covered by this Agreement shall also receive their regular straight-time salary while taking the examination applicable to the above licenses during a normal workday.

An employee in the Human Services Department, who is required to be a Licensed Registered Nurse, shall have the annual renewal fee for said license paid by the City.

- 22.3 Whenever an employee covered by this Agreement is temporarily assigned by the department head or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to their place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities.

- 22.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by departments employing individuals covered by this Agreement shall be furnished to the Union.
- 22.5 Protective and specialized clothing will continue to be provided per existing departmental practice through the duration of this Agreement to employees covered by this Agreement.
- 22.6 In accordance with SMC 4.64, as amended, the City agrees to defend and pay any proper claim against City employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the City of Seattle.
- 22.7 The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 22.7.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- 22.7.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- 22.7.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 22.8 Bridge Operators



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- A. A Bridge Operator assigned to the shop shall be compensated at the Senior Bridge Operator rate of pay while so assigned.
- B. The City will provide and maintain binoculars for Bridge Operator use on bridges within the City of Seattle.
- C. Whenever a vacancy occurs on a particular bridge/shift, assignment to fill the vacancy shall be made on the basis of classification seniority and ability.
- D. The method of selecting vacations for Bridge Operators shall be continued in accordance with present practice.
- E. A Bridge Operator who is regularly scheduled to work a holiday as designated in Article 13 shall be paid one and one-half (1 1/2) times the regular hourly rate for working the holiday and in addition, they shall receive either eight (8) hours' pay at the straight time rate of pay or eight (8) hours' accumulated time to be taken off at a later date. A Bridge Operator whose work schedule is such that they are normally off on a given holiday shall receive either eight (8) hours' pay in lieu of the holiday or a deferred day off. The above choices relative to holiday compensation for all holidays in the ensuing year shall be made in writing during the month of January. If a Bridge Operator does not make a choice during the month of January, the optional holiday compensation shall be deferred time.

A Bridge Operator who elects to receive eight (8) hours' accumulated time off as stated above in lieu of eight (8) hours' pay as part of holiday premium pay may, during any given calendar year, use up to two (2) days of such accumulated time for special time off. A request for such time off must be made in advance, and approval of same will be at the discretion of the City and is also contingent upon available manpower without resort to an overtime situation. An employee who uses such time will lose an equivalent amount of accumulated holiday time for use in the ensuing calendar year corresponding to the number of such days used. For example, if an employee used two (2) accumulated holidays for purposes of special time off during any year, they would only be eligible for ten (10) days of accumulated holiday time during the following calendar year instead of twelve (12) days.

- F. Bridge Operator and Senior Bridge Operator, when responsible for two or more bridges from a single location, shall receive Sixty Cents (\$.60) per hour for each hour of work in addition to their regular salary. The premium of Sixty Cents (\$.60) per hour shall be applicable to sick leave, holidays, vacation, and overtime. No operator shall be assigned to the bridge/shift where two or more bridges are being operated from the same location on a permanent basis until the operator's probationary period is completed.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- G. Vacation relief Bridge Operators are not guaranteed two (2) consecutive days off and their hours of work shall be calculated within a two (2) week pay period.
- H. Overtime for vacation relief Bridge Operator shall be for work in excess of eight (8) hours in any work day or forty (40) hours in a payroll week.
- I. The method of effecting time trades among Bridge Operators shall be continued in accordance with present practice; provided, however, such trades shall not involve or require any overtime payments by the City; provided, further, the Bridge Operator who initiates such a trade must authorize the transfer of the appropriate amount of compensatory time from their record to the compensatory time record of the Bridge Operator who has agreed to work as a substitute during the time agreed. When necessary, individuals who do not have compensatory time accrued may be permitted to go on deduct for the purpose of effecting a time trade. All time trades between or among Bridge Operators are subject to approval by their supervisors.

22.9 Seattle Center

- A. Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.
- B. Identification Cards - At Seattle Center picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if a card is lost or mutilated by the employee, there will be a replacement fee of Three Dollars (\$3.00). The cost of replacing a card damaged due to normal wear and tear will be borne by the City and not be the responsibility of the employee.
- C. Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.
- D. Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary) full-time or part-time status prior to November 4, 1987. Seattle Center employees

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

who attain regular employment status following November 4, 1987 of this Agreement and who desire parking privileges shall pay Twenty Dollars (\$20.00) a month for parking during working hours only, or Twenty-five Dollars (\$25.00) a month for parking during working hours and all other hours.

- 22.10 Shift Differential Pay - An employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for all scheduled hours worked during such shift.

Effective January 1, 2015:

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
\$ .60 per hour	\$1.00 per hour

Effective December 30, 2015:

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
\$ .70 per hour	\$1.10 per hour

The above shift premium shall apply to time worked as opposed to time off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, bereavement/funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

Shift definition shall be governed by department practice except in the Police Department where the swing shift period shall encompass the hours from 3:30 p.m. to 11:30 p.m., and the graveyard shift period shall encompass the hours from 11:30 p.m. to 7:30 a.m.

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

- 22.12 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

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

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

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

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

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

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

22.15 Public Disclosure Request - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6 Grievance Procedure.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

22.16 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- D. For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;
- E. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 23 - DISCIPLINARY ACTIONS

- 23.1 The City may suspend, demote, or discharge an employee for just cause.
- 23.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Termination.
- Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.
- 23.3 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.
- 23.4 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedure relative to the same disciplinary action.
- 23.5 Nothing in this Article shall be construed as being in conflict with Section 6.8 of this Agreement and the therein referenced Memorandum of Agreement.
- 23.6 The City will not reduce a regular employee's hours as a means of and/or in lieu of addressing disciplinary matters.

ARTICLE 24 - LABOR-MANAGEMENT COMMITTEES

24.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

24.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

24.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.

24.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards.

Note: 24.1.1, 24.1.2, and 24.1.3 may include Union Representatives from other Unions.

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

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

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

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

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



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 25 - SUBORDINATION OF AGREEMENT

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

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 26 - SAVINGS CLAUSE

- 26.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 26.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Union may reopen, at any time, for negotiations the provisions so affected.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

ARTICLE 27 - ENTIRE AGREEMENT

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

ARTICLE 28 - TERM OF AGREEMENT

- 28.1 This Agreement shall become effective upon execution by both parties or January 1, 2015, whichever is later, and shall remain in effect through December 31, 2018. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 28.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

PROFESSIONAL AND TECHNICAL  
EMPLOYEES, LOCAL 17,

\_\_\_\_\_  
Joseph L. McGee, Executive Director

\_\_\_\_\_  
Guadalupe Perez, Union Representative

\_\_\_\_\_  
Kate Garrow, Union Representative

\_\_\_\_\_  
Charles Primm, Union Representative

\_\_\_\_\_  
, Union Representative

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

CITY OF SEATTLE  
Executed under authority of  
Ordinance # \_\_\_\_\_ and  
Ordinance # \_\_\_\_\_.

\_\_\_\_\_  
Edward B. Murray, , Mayor

\_\_\_\_\_  
Susan L. Coskey  
Seattle Human Resources Director

\_\_\_\_\_  
David Bracilano, Director of Labor  
Relations

\_\_\_\_\_  
Presiding Judge

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
City Representative

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

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Bargaining Committee Member

City Representative

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City Representative

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City Representative

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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Bargaining Committee Member

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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City Representative

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Bargaining Committee Member

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City Representative

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix A

Professional Unit

A.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	28.53	29.67	30.74	31.98	33.23
Building Energy Research Specialist	40.96	42.47	44.18	45.95	47.73
Capital Projects Coordinator	38.23	39.76	41.37	42.96	44.67
Capital Projects Coordinator, Assistant	35.54	36.87	38.23	39.76	41.37
Capital Projects Coordinator, Senior	43.82	45.63	47.39	49.25	51.11
Civil Engineer, Assistant I	30.67	31.91	33.16		
Civil Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Civil Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Civil Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Community Garden Coordinator	28.85	29.95	31.14	32.35	33.63
Communications Engineer, Associate	35.92	37.38	38.81	40.37	41.91
Counselor	27.26	28.29	29.44	30.54	31.72
Counselor – Fair Hearing Coordinator	31.03	32.22	33.50	34.75	36.11
Crime Prevention Coordinator	29.95	31.14	32.35	33.63	34.99
Early Education Specialist	30.54	31.72	32.98	34.36	35.64
Electrical Engineer, Assistant I	30.67	31.91	33.16		
Electrical Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Electrical Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Electrical Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Energy Management Analyst	39.57	41.15	42.77	44.48	46.21
Energy Management Analyst, Assistant	34.58	35.89	37.24	38.72	40.18

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Energy Management Analyst, Senior	42.40	43.96	45.73	47.56	49.40
Energy Planning Analyst	33.49	34.80	36.21	37.55	39.00
Energy Research & Evaluation Analyst	35.64	36.93	38.41	39.95	41.49
Environmental Analyst, Associate	34.80	36.21	37.55	39.00	40.51
Environmental Analyst, Senior	39.76	41.35	42.94	44.66	46.33
Finance Analyst, Assistant	26.62	27.69	28.78	29.86	31.00
Finance Analyst - HSD	33.49	34.80	36.21	37.55	39.00
Finance Analyst, Senior - HSD	36.88	38.23	39.76	41.35	42.94
Grants & Contracts Specialist Senior	29.44	30.54	31.72	32.98	34.36
Graphic Arts, Supervisor	29.10	30.16	31.40	32.60	34.00
Human Services Coordinator	26.75	27.82	28.85	29.95	31.14
Human Services Program Supervisor	32.35	33.63	34.99	36.28	37.69
Human Services Program Supervisor Senior	34.99	36.28	37.69	39.15	40.71
Information Technology Specialist	28.29	29.44	30.54	31.72	32.98
Information Technology Programmer Analyst	32.35	33.63	34.99	36.28	37.69
Information Technology Programmer Analyst-Special	32.60	34.00	35.28	36.66	38.09
Information Technology Systems Analyst	34.36	35.64	36.93	38.41	39.95
Landscape Architect	36.88	38.23	39.76	41.35	42.94
Marketing Development Coordinator	35.64	36.93	38.41	39.95	41.49
Materials Engineer	37.18	38.69	40.17	41.79	43.38
Materials Engineer, Associate	37.18	38.69	40.17	41.79	43.38
Mechanical Engineer, Assistant I	30.67	31.91	33.16		
Mechanical Engineer, Assistant II	31.91	33.16	34.40	35.78	37.18
Mechanical Engineer, Assistant III	34.40	35.78	37.18	38.69	40.17
Mechanical Engineer, Associate	37.64	39.10	40.66	42.30	43.92
Mechanical Plans Engineer	38.23	39.76	41.35	42.94	44.66
Mechanical Plans Engineer, Entry	36.21	37.55	39.00	40.51	42.14
Methods Analyst, Assistant	27.51	28.58	29.63	30.82	32.04



## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Methods Analyst, Associate	32.04	33.24	34.57	35.92	37.38
Naturalist	24.80	25.72	26.75	27.82	28.85
Photographic Services, Supervisor	31.53	32.75	34.05	35.36	36.79
Photography/Reprographics, Supervisor	31.53	32.75	34.05	35.36	36.79
Planner, Assistant I	27.51	28.58	29.63	30.82	32.04
Planner, Assistant II	30.16	31.40	32.60	34.00	35.28
Planner, Associate	35.92	37.38	38.81	40.37	41.91
Planning Analyst, Assistant	27.51	28.58	29.63	30.82	32.04
Planning & Development Specialist I	31.14	32.35	33.63	34.99	36.28
Planning & Development Specialist II	33.63	34.99	36.28	37.69	39.15
Power Analyst	37.18	38.69	40.17	41.79	43.38
Property Management Specialist	40.71	42.30	43.87	45.59	47.26
Public Education Program Specialist	27.82	28.85	29.95	31.14	32.35
Public/Cultural Programs Specialist Senior	32.35	33.63	34.99	36.28	37.69
Real Property Agent, Senior	40.40	42.03	43.69	45.43	47.13
Registered Nurse Consultant	33.44	34.72	36.08	37.50	39.00
Safety & Health Specialist	34.99	36.28	37.69	39.15	40.71
Safety & Health Specialist Senior	37.69	39.15	40.71	42.30	43.87
Structural Plans Engineer	42.04	43.72	45.47	47.23	49.10
Structural Plans Engineer, Entry	36.21	37.55	39.00	40.51	42.14
Technical Writer	27.69	28.78	29.86	31.00	32.23
Transportation Planner, Associate	36.88	38.23	39.76	41.35	42.94
Transportation Planner, Assistant	30.47	31.61	32.83		
Urban Design Planner	35.92	37.38	38.81	40.37	41.91
Water Quality Analyst	29.95	31.14	32.35	33.63	34.99
Water Quality Analyst, Senior	32.35	33.63	34.99	36.28	37.69
Water Quality Analyst, Supervisor	34.99	36.28	37.69	39.15	40.71

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	29.10	30.26	31.35	32.62	33.89
Building Energy Research Specialist	41.78	43.32	45.06	46.87	48.68
Capital Projects Coordinator	38.99	40.56	42.20	43.82	45.56
Capital Projects Coordinator, Assistant	36.25	37.61	38.99	40.56	42.20
Capital Projects Coordinator, Senior	44.70	46.54	48.34	50.24	52.13
Civil Engineer, Assistant I	31.28	32.55	33.82		
Civil Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Civil Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Civil Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Community Garden Coordinator	29.43	30.55	31.76	33.00	34.30
Communications Engineer, Associate	36.64	38.13	39.59	41.18	42.75
Counselor	27.81	28.86	30.03	31.15	32.35
Counselor – Fair Hearing Coordinator	31.65	32.86	34.17	35.45	36.83
Crime Prevention Coordinator	30.55	31.76	33.00	34.30	35.69
Early Education Specialist	31.15	32.35	33.64	35.05	36.35
Electrical Engineer, Assistant I	31.28	32.55	33.82		
Electrical Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Electrical Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Electrical Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Energy Management Analyst	40.36	41.97	43.63	45.37	47.13
Energy Management Analyst, Assistant	35.27	36.61	37.98	39.49	40.98
Energy Management Analyst, Senior	43.25	44.84	46.64	48.51	50.39
Energy Planning Analyst	34.16	35.50	36.93	38.30	39.78
Energy Research & Evaluation Analyst	36.35	37.67	39.18	40.75	42.32

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Environmental Analyst, Associate	35.50	36.93	38.30	39.78	41.32
Environmental Analyst, Senior	40.56	42.18	43.80	45.55	47.26
Finance Analyst, Assistant	27.15	28.24	29.36	30.46	31.62
Finance Analyst - HSD	34.16	35.50	36.93	38.30	39.78
Finance Analyst, Senior - HSD	37.62	38.99	40.56	42.18	43.80
Grants & Contracts Specialist Senior	30.03	31.15	32.35	33.64	35.05
Graphic Arts, Supervisor	29.68	30.76	32.03	33.25	34.68
Human Services Coordinator	27.29	28.38	29.43	30.55	31.76
Human Services Program Supervisor	33.00	34.30	35.69	37.01	38.44
Human Services Program Supervisor Senior	35.69	37.01	38.44	39.93	41.52
Information Technology Specialist	28.86	30.03	31.15	32.35	33.64
Information Technology Programmer Analyst	33.00	34.30	35.69	37.01	38.44
Information Technology Programmer Analyst-Special	33.25	34.68	35.99	37.39	38.85
Information Technology Systems Analyst	35.05	36.35	37.67	39.18	40.75
Landscape Architect	37.62	38.99	40.56	42.18	43.80
Marketing Development Coordinator	36.35	37.67	39.18	40.75	42.32
Materials Engineer	37.92	39.46	40.97	42.63	44.25
Materials Engineer, Associate	37.92	39.46	40.97	42.63	44.25
Mechanical Engineer, Assistant I	31.28	32.55	33.82		
Mechanical Engineer, Assistant II	32.55	33.82	35.09	36.50	37.92
Mechanical Engineer, Assistant III	35.09	36.50	37.92	39.46	40.97
Mechanical Engineer, Associate	38.39	39.88	41.47	43.15	44.80
Mechanical Plans Engineer	38.99	40.56	42.18	43.80	45.55
Mechanical Plans Engineer, Entry	36.93	38.30	39.78	41.32	42.98
Methods Analyst, Assistant	28.06	29.15	30.22	31.44	32.68
Methods Analyst, Associate	32.68	33.90	35.26	36.64	38.13
Naturalist	25.30	26.23	27.29	28.38	29.43
Photographic Services, Supervisor	32.16	33.41	34.73	36.07	37.53

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Photography/Reprographics, Supervisor	32.16	33.41	34.73	36.07	37.53
Planner, Assistant I	28.06	29.15	30.22	31.44	32.68
Planner, Assistant II	30.76	32.03	33.25	34.68	35.99
Planner, Associate	36.64	38.13	39.59	41.18	42.75
Planning Analyst, Assistant	28.06	29.15	30.22	31.44	32.68
Planning & Development Specialist I	31.76	33.00	34.30	35.69	37.01
Planning & Development Specialist II	34.30	35.69	37.01	38.44	39.93
Power Analyst	37.92	39.46	40.97	42.63	44.25
Property Management Specialist	41.52	43.15	44.75	46.50	48.21
Public Education Program Specialist	28.38	29.43	30.55	31.76	33.00
Public/Cultural Programs Specialist Senior	33.00	34.30	35.69	37.01	38.44
Real Property Agent, Senior	41.21	42.87	44.56	46.34	48.07
Registered Nurse Consultant	34.11	35.41	36.80	38.25	39.78
Safety & Health Specialist	35.69	37.01	38.44	39.93	41.52
Safety & Health Specialist Senior	38.44	39.93	41.52	43.15	44.75
Structural Plans Engineer	42.88	44.59	46.38	48.17	50.08
Structural Plans Engineer, Entry	36.93	38.30	39.78	41.32	42.98
Technical Writer	28.24	29.36	30.46	31.62	32.87
Transportation Planner, Associate	37.62	38.99	40.56	42.18	43.80
Transportation Planner, Assistant	31.08	32.24	33.49		
Urban Design Planner	36.64	38.13	39.59	41.18	42.75
Water Quality Analyst	30.55	31.76	33.00	34.30	35.69
Water Quality Analyst, Senior	33.00	34.30	35.69	37.01	38.44
Water Quality Analyst, Supervisor	35.69	37.01	38.44	39.93	41.52

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

A.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	29.83	31.02	32.13	33.44	34.74
Building Energy Research Specialist	42.82	44.40	46.19	48.04	49.90
Capital Projects Coordinator	39.96	41.57	43.26	44.92	46.70
Capital Projects Coordinator, Assistant	37.16	38.55	39.96	41.57	43.26
Capital Projects Coordinator, Senior	45.82	47.70	49.55	51.50	53.43
Civil Engineer, Assistant I	32.06	33.36	34.67		
Civil Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Civil Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Civil Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Community Garden Coordinator	30.17	31.31	32.55	33.83	35.16
Communications Engineer, Associate	37.56	39.08	40.58	42.21	43.82
Counselor	28.51	29.58	30.78	31.93	33.16
Counselor – Fair Hearing Coordinator	32.44	33.68	35.02	36.34	37.75
Crime Prevention Coordinator	31.31	32.55	33.83	35.16	36.58
Early Education Specialist	31.93	33.16	34.48	35.93	37.26
Electrical Engineer, Assistant I	32.06	33.36	34.67		
Electrical Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Electrical Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Electrical Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Energy Management Analyst	41.37	43.02	44.72	46.50	48.31
Energy Management Analyst, Assistant	36.15	37.53	38.93	40.48	42.00
Energy Management Analyst, Senior	44.33	45.96	47.81	49.72	51.65
Energy Planning Analyst	35.01	36.39	37.85	39.26	40.77
Energy Research & Evaluation Analyst	37.26	38.61	40.16	41.77	43.38
Environmental Analyst, Associate	36.39	37.85	39.26	40.77	42.35
Environmental Analyst, Senior	41.57	43.23	44.90	46.69	48.44

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Analyst, Assistant	27.83	28.95	30.09	31.22	32.41
Finance Analyst - HSD	35.01	36.39	37.85	39.26	40.77
Finance Analyst, Senior - HSD	38.56	39.96	41.57	43.23	44.90
Grants & Contracts Specialist Senior	30.78	31.93	33.16	34.48	35.93
Graphic Arts, Supervisor	30.42	31.53	32.83	34.08	35.55
Human Services Coordinator	27.97	29.09	30.17	31.31	32.55
Human Services Program Supervisor	33.83	35.16	36.58	37.94	39.40
Human Services Program Supervisor Senior	36.58	37.94	39.40	40.93	42.56
Information Technology Specialist	29.58	30.78	31.93	33.16	34.48
Information Technology Programmer Analyst	33.83	35.16	36.58	37.94	39.40
Information Technology Programmer Analyst-Special	34.08	35.55	36.89	38.32	39.82
Information Technology Systems Analyst	35.93	37.26	38.61	40.16	41.77
Landscape Architect	38.56	39.96	41.57	43.23	44.90
Marketing Development Coordinator	37.26	38.61	40.16	41.77	43.38
Materials Engineer	38.87	40.45	41.99	43.70	45.36
Materials Engineer, Associate	38.87	40.45	41.99	43.70	45.36
Mechanical Engineer, Assistant I	32.06	33.36	34.67		
Mechanical Engineer, Assistant II	33.36	34.67	35.97	37.41	38.87
Mechanical Engineer, Assistant III	35.97	37.41	38.87	40.45	41.99
Mechanical Engineer, Associate	39.35	40.88	42.51	44.23	45.92
Mechanical Plans Engineer	39.96	41.57	43.23	44.90	46.69
Mechanical Plans Engineer, Entry	37.85	39.26	40.77	42.35	44.05
Methods Analyst, Assistant	28.76	29.88	30.98	32.23	33.50
Methods Analyst, Associate	33.50	34.75	36.14	37.56	39.08
Naturalist	25.93	26.89	27.97	29.09	30.17
Photographic Services, Supervisor	32.96	34.25	35.60	36.97	38.47
Photography/Reprographics, Supervisor	32.96	34.25	35.60	36.97	38.47
Planner, Assistant I	28.76	29.88	30.98	32.23	33.50

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Planner, Assistant II	31.53	32.83	34.08	35.55	36.89
Planner, Associate	37.56	39.08	40.58	42.21	43.82
Planning Analyst, Assistant	28.76	29.88	30.98	32.23	33.50
Planning & Development Specialist I	32.55	33.83	35.16	36.58	37.94
Planning & Development Specialist II	35.16	36.58	37.94	39.40	40.93
Power Analyst	38.87	40.45	41.99	43.70	45.36
Property Management Specialist	42.56	44.23	45.87	47.66	49.42
Public Education Program Specialist	29.09	30.17	31.31	32.55	33.83
Public/Cultural Programs Specialist Senior	33.83	35.16	36.58	37.94	39.40
Real Property Agent, Senior	42.24	43.94	45.67	47.50	49.27
Registered Nurse Consultant	34.96	36.30	37.72	39.21	40.77
Safety & Health Specialist	36.58	37.94	39.40	40.93	42.56
Safety & Health Specialist Senior	39.40	40.93	42.56	44.23	45.87
Structural Plans Engineer	43.95	45.70	47.54	49.37	51.33
Structural Plans Engineer, Entry	37.85	39.26	40.77	42.35	44.05
Technical Writer	28.95	30.09	31.22	32.41	33.69
Transportation Planner, Associate	38.56	39.96	41.57	43.23	44.90
Transportation Planner, Assistant	31.86	33.05	34.33		
Urban Design Planner	37.56	39.08	40.58	42.21	43.82
Water Quality Analyst	31.31	32.55	33.83	35.16	36.58
Water Quality Analyst, Senior	33.83	35.16	36.58	37.94	39.40
Water Quality Analyst, Supervisor	36.58	37.94	39.40	40.93	42.56

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

A.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant*	30.65	31.87	33.01	34.36	35.70
Building Energy Research Specialist	44.00	45.62	47.46	49.36	51.27
Capital Projects Coordinator	41.06	42.71	44.45	46.16	47.98
Capital Projects Coordinator, Assistant	38.18	39.61	41.06	42.71	44.45
Capital Projects Coordinator, Senior	47.08	49.01	50.91	52.92	54.90
Civil Engineer, Assistant I	32.94	34.28	35.62		
Civil Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Civil Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Civil Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Community Garden Coordinator	31.00	32.17	33.45	34.76	36.13
Communications Engineer, Associate	38.59	40.15	41.70	43.37	45.03
Counselor	29.29	30.39	31.63	32.81	34.07
Counselor – Fair Hearing Coordinator	33.33	34.61	35.98	37.34	38.79
Crime Prevention Coordinator	32.17	33.45	34.76	36.13	37.59
Early Education Specialist	32.81	34.07	35.43	36.92	38.28
Electrical Engineer, Assistant I	32.94	34.28	35.62		
Electrical Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Electrical Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Electrical Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Energy Management Analyst	42.51	44.20	45.95	47.78	49.64
Energy Management Analyst, Assistant	37.14	38.56	40.00	41.59	43.16
Energy Management Analyst, Senior	45.55	47.22	49.12	51.09	53.07
Energy Planning Analyst	35.97	37.39	38.89	40.34	41.89
Energy Research & Evaluation Analyst	38.28	39.67	41.26	42.92	44.57
Environmental Analyst, Associate	37.39	38.89	40.34	41.89	43.51
Environmental Analyst, Senior	42.71	44.42	46.13	47.97	49.77



## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Finance Analyst, Assistant	28.60	29.75	30.92	32.08	33.30
Finance Analyst - HSD	35.97	37.39	38.89	40.34	41.89
Finance Analyst, Senior - HSD	39.62	41.06	42.71	44.42	46.13
Grants & Contracts Specialist Senior	31.63	32.81	34.07	35.43	36.92
Graphic Arts, Supervisor	31.26	32.40	33.73	35.02	36.53
Human Services Coordinator	28.74	29.89	31.00	32.17	33.45
Human Services Program Supervisor	34.76	36.13	37.59	38.98	40.48
Human Services Program Supervisor Senior	37.59	38.98	40.48	42.06	43.73
Information Technology Specialist	30.39	31.63	32.81	34.07	35.43
Information Technology Programmer Analyst	34.76	36.13	37.59	38.98	40.48
Information Technology Programmer Analyst-Special	35.02	36.53	37.90	39.37	40.92
Information Technology Systems Analyst	36.92	38.28	39.67	41.26	42.92
Landscape Architect	39.62	41.06	42.71	44.42	46.13
Marketing Development Coordinator	38.28	39.67	41.26	42.92	44.57
Materials Engineer	39.94	41.56	43.14	44.90	46.61
Materials Engineer, Associate	39.94	41.56	43.14	44.90	46.61
Mechanical Engineer, Assistant I	30.59	31.77	32.94	34.28	35.62
Mechanical Engineer, Assistant II	34.28	35.62	36.96	38.44	39.94
Mechanical Engineer, Assistant III	36.96	38.44	39.94	41.56	43.14
Mechanical Engineer, Associate	40.43	42.00	43.68	45.45	47.18
Mechanical Plans Engineer	41.06	42.71	44.42	46.13	47.97
Mechanical Plans Engineer, Entry	38.89	40.34	41.89	43.51	45.26
Methods Analyst, Assistant	29.55	30.70	31.83	33.12	34.42
Methods Analyst, Associate	34.42	35.71	37.13	38.59	40.15
Naturalist	26.64	27.63	28.74	29.89	31.00
Photographic Services, Supervisor	33.87	35.19	36.58	37.99	39.53
Photography/Reprographics, Supervisor	33.87	35.19	36.58	37.99	39.53
Planner, Assistant I	29.55	30.70	31.83	33.12	34.42

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Planner, Assistant II	32.40	33.73	35.02	36.53	37.90
Planner, Associate	38.59	40.15	41.70	43.37	45.03
Planning Analyst, Assistant	29.55	30.70	31.83	33.12	34.42
Planning & Development Specialist I	33.45	34.76	36.13	37.59	38.98
Planning & Development Specialist II	36.13	37.59	38.98	40.48	42.06
Power Analyst	39.94	41.56	43.14	44.90	46.61
Property Management Specialist	43.73	45.45	47.13	48.97	50.78
Public Education Program Specialist	29.89	31.00	32.17	33.45	34.76
Public/Cultural Programs Specialist Senior	34.76	36.13	37.59	38.98	40.48
Real Property Agent, Senior	43.40	45.15	46.93	48.81	50.62
Registered Nurse Consultant	35.92	37.30	38.76	40.29	41.89
Safety & Health Specialist	37.59	38.98	40.48	42.06	43.73
Safety & Health Specialist Senior	40.48	42.06	43.73	45.45	47.13
Structural Plans Engineer	45.16	46.96	48.85	50.73	52.74
Structural Plans Engineer, Entry	38.89	40.34	41.89	43.51	45.26
Technical Writer	29.75	30.92	32.08	33.30	34.62
Transportation Planner, Associate	39.62	41.06	42.71	44.42	46.13
Transportation Planner, Assistant	30.31	31.46	32.74	33.96	35.27
Urban Design Planner	38.59	40.15	41.70	43.37	45.03
Water Quality Analyst	32.17	33.45	34.76	36.13	37.59
Water Quality Analyst, Senior	34.76	36.13	37.59	38.98	40.48
Water Quality Analyst, Supervisor	37.59	38.98	40.48	42.06	43.73

\* The scope of Union representation of the title Accountant is limited to all full-time and regular, part-time accountants.

A.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5

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Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix B

Technical Unit

B.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	35.92	37.38	38.81	40.35	41.91			
Appraiser, Senior	39.15	40.71	42.30	43.87	45.59			
Aquarium Exhibits Designer	26.75	27.82	28.85	29.95	31.14			
Aquatic Center Coordinator	28.97	30.10	31.28	32.49	33.77			
Aquatic Center Coordinator, Assistant	26.33	27.39	28.47	29.52	30.67			
Bridge Electrical Maintenance Supervisor	40.83	42.48	44.14					
Bridge Maintenance General, Supervisor	33.30	34.64	36.08	37.42	38.77			
Bridge Operations Crew Chief	32.71	35.32						
Bridge Operations General, Supervisor***	36.08	37.42	38.82					
Bridge Operator	26.32	27.39	28.39					
Bridge Operator, Senior	27.81	28.85	29.96					
Cartographer	29.05	30.16	31.29	32.53	33.72			
Cartographer, Senior	31.40	32.60	34.00	35.28	36.66			
Civil Engineering Specialist, Assistant I	27.17	28.22	29.28	30.47	31.61			
Civil Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Civil Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Civil Engineering Specialist, Associate	35.60	36.99	38.35	39.88	41.43			
Civil Engineering Technician	23.12	24.00	24.91	25.88	26.94			
Civil Rights Analyst	29.99	31.14	32.29	33.58	34.84			
Civil Rights Analyst Trainee	27.26	28.29	29.44	30.54	31.72			
Commercial Vehicle Enforcement Officer	26.99	28.03	29.10	30.16	31.40			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Community Service Center Coordinator	29.46	30.57	31.72	32.98	34.30			
Community Service Center, Supervisor	34.85	36.32	37.74	39.20	40.69			
Community Service Representative	28.25	29.31	30.49	31.64	32.83			
Contract Analyst	29.99	31.14	32.29	33.58	34.84			
Contract Analyst Senior	32.35	33.63	34.99	36.28	37.69			
Contracts and Concessions, Assistant	26.75	27.82	28.85	29.95	31.14			
Credit Representative	25.76	26.78	27.81	28.89	29.94			
Credit Representative, Senior	28.02	29.14	30.27	31.41	32.62			
Current Diversion Coordinator	32.98	34.36	35.64	36.93	38.41			
Dining Room Attendant****	14.77	15.37	15.87	16.40	17.16			
Dining Room Attendant, Senior	16.17	16.77	17.45	18.09	18.81			
Drainage and Wastewater Specialist	34.24	35.59	37.02	38.48	39.91			
Electrical Engineering Design Specialist, Assistant II	31.91	33.16	34.40	35.78	37.18			
Electrical Engineering Design Specialist, Assistant III	34.40	35.78	37.18	38.69	40.17			
Electrical Engineering Specialist, Assistant I	26.94	27.94	29.01	30.12	31.21			
Electrical Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Electrical Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Electrical Engineering Specialist, Associate	35.60	36.99	38.35	39.88	41.43			
Electrical Service Representative	29.45	30.56	31.77	32.98	34.25			
Electrical Service Representative, Senior	31.77	32.98	34.25	35.63	37.10			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	26.25	27.26	28.29	29.44	30.54			
Energy Conservation Representative	26.03	26.99	28.03	29.10	30.16			
Energy Conservation Representative, Senior	28.03	29.10	30.16	31.40	32.60			
Engineering Aide	24.00	24.91	25.88	26.94	27.94			
Environmental Field Specialist	28.31	29.45	30.60	31.72	32.96			
Environmental Field Specialist, Senior	30.60	31.72	32.96	34.24	35.59			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Environmental Field, Supervisor	32.96	34.24	35.59	37.01	38.48			
Exhibits Design Coordinator	29.10	30.16	31.40	32.60	34.00			
Field Engineering Technician	24.91	25.88	26.94					
Graphic Aide	19.06	19.81	20.56	21.40	22.17			
Graphic Arts Designer	26.75	27.82	28.85	29.95	31.14			
Housing/Zoning Inspector	31.61	32.83	34.13	35.57	36.88			
Housing/Zoning Inspector, Senior	33.49	34.80	36.21	37.55	39.00			
Housing/Zoning Inspector, Supervisor	36.88	38.23	39.76	41.35	42.94			
Housing/Zoning Technician	24.25	25.12	26.17	27.17	28.22			
Housing/Zoning Technician, Senior	26.62	27.69	28.78	29.86	31.00			
Identification Technician	28.33	29.39	30.52	31.70	32.96			
Information Technology Technical Support	23.05	23.84	24.80	25.72	26.75			
Information Technology Technician	25.29	26.25	27.26	28.29	29.44			
Inspection Support Analyst	33.49	34.80	36.21	37.55	39.00			
Land Use Planner I	34.13	35.57	36.88	38.23	39.76			
Land Use Planner II	36.21	37.55	39.00	40.51	42.14			
Land Use Planner III	39.00	40.51	42.14	43.78	45.41			
Land Use Planner IV	41.35	42.94	44.66	46.33	48.08			
Landscape Designer	29.63	30.82	32.04					
Mail Courier	16.38	16.94	17.69					
Mail Courier, Lead	16.94	17.69	18.35	19.03	19.77			
Materials Standards Specialist, Senior	33.16	34.40	35.78	37.18	38.69			
Mechanical Engineering Specialist, Assistant I	26.94	27.94	29.01	30.12	31.21			
Mechanical Engineering Specialist, Assistant II	30.07	31.21	32.39	33.67	34.90			
Mechanical Engineering Specialist, Assistant III	32.50	33.74	35.19	36.52	37.94			
Meter Reader	21.26	22.27	23.17	24.11	25.04			
Meter Reader, Senior	25.04	26.06	27.13	28.21	29.35			
Neighborhood District Coordinator	33.63	34.99	36.28	37.69	39.15			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Neighborhood District Coordinator, Supervisor	36.93	38.41	39.95	41.49	43.15			
Parking Pay Station Shop Supervisor	33.82	35.24	36.53					
Parking Pay Station Technician	26.73	27.85	28.89	29.95	31.17			
Parking Supervisor	23.05	23.84	24.80	25.72	26.75			
Permit Specialist	30.54	31.72	32.98	34.36	35.64			
Permit Specialist I	28.85	29.95	31.14	32.35	33.63			
Permit Specialist II	31.14	32.35	33.63	34.99	36.28			
Permit Specialist Entry	27.26	28.29	29.44	30.54	31.72			
Permit Specialist Senior**								
Permit Specialist, Supervisor	33.63	34.99	36.28	37.69	39.15			
Permit Specialist Trainee	21.72	23.00	24.23	25.46	26.75	28.02	29.24	30.44
Permit Technician	25.29	26.25	27.26	28.29	29.44			
Permit Technician Entry	22.60	23.43	24.28	25.29				
Permit Technician, Senior	27.26	28.29	29.44	30.54	31.72			
Photographer	26.05	27.10	28.13	29.23	30.41			
Photographer, Senior	29.23	30.41	31.53	32.75	34.05			
Power Analyst, Assistant	30.07	31.21	32.39	33.67	34.90			
Program Intake Representative	24.81	25.72	26.76	27.86	28.89			
Program Intake Representative Senior	26.75	27.82	28.85	29.95	31.14			
Property Rehabilitation Specialist	31.43	32.61	33.86	35.25	36.70			
Property Rehabilitation, Supervisor	36.74	38.09	39.59					
Real Property Agent	33.94	35.30	36.67	38.23	39.69			
Real Property Records, Supervisor	25.29	26.25	27.26	28.29	29.44			
Recreation Program Coordinator	29.95	31.14	32.35	33.63	34.99			
Recreation Program Specialist	25.72	26.75	27.82	28.85	29.95			
Recreation Program Specialist, Senior	28.29	29.44	30.54	31.72	32.98			
Recreation Programmer	22.60	23.43	24.28	25.29	26.25			
Research and Evaluation Assistant*	26.25	27.26	28.29	29.44	30.54			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Retirement Specialist	25.77	26.69	27.82	28.88	29.99			
Security Programs Specialist	31.14	32.35	33.63	34.99	36.28			
Site Developer Inspector	36.28	37.69	39.15	40.71	42.30			
Social Services Aide	19.46	20.12	21.03	21.77	22.60			
Solid Waste Field Representative I	27.56	28.62	29.69	30.91	32.08			
Solid Waste Field Representative II	30.50	31.67	32.86	34.15	35.40			
Solid Waste Field Representative, Lead	32.96	34.22	35.69	37.04	38.48			
Solid Waste Field Representative, Supervisor	35.69	37.04	38.48	39.99	41.58			
Supply and Inventory Technician	22.60	23.43	24.28	25.29	26.25			
Survey Party Chief	29.10	30.16	31.40	32.60	34.00			
Survey Party Chief, Assistant	26.03	26.99	28.03	29.10	30.16			
Survey Party Chief, Senior	31.40	32.60	34.00	35.28	36.66			
Surveyor, Assistant	23.18	24.06	25.00	26.03	26.99			
Title Examiner	25.29	26.25	27.26					
Title Records Technician	20.12	21.03	21.77	22.60	23.43			
Title Records Technician, Senior	22.60	23.43	24.28					
Tree Trimming Representative	31.11							
Utility Assistance Coordinator	27.17	28.22	29.28	30.47	31.61			
Utility Assistance, Supervisor	33.49	34.80	36.21	37.55	39.00			
Utility Service Representative	28.62	29.69	30.91	32.08	33.30			
Volunteer Programs Coordinator	26.75	27.82	28.85	29.95	31.14			
Water Laboratory Assistant	18.00	18.68	19.46	20.12	21.03			
Water Quality Analyst, Assistant	27.82	28.85	29.95	31.14	32.35			
Water Laboratory Technician	21.48	22.32	23.21	24.05	24.99			
Watershed Inspector	27.51	28.65	29.68	30.82	31.99			
Watershed Inspector, Senior	33.58	34.88	36.28					
Watershed Resources Technician	30.69	31.92	33.12	34.41	35.77			
Water System Operator	34.41	35.77	37.27	38.66	40.06			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

\*\*\*\*Effective April 1, 2015, consistent with Council Green Sheet 37-2-b-1 2014 passed as part of the 2015 Budget, the bottom step of the Dining Room Attendant's salary schedule shall be \$15.00 per hour.

B.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	36.64	38.13	39.59	41.16	42.75			
Appraiser, Senior	39.93	41.52	43.15	44.75	46.50			
Aquarium Exhibits Designer	27.29	28.38	29.43	30.55	31.76			
Aquatic Center Coordinator	29.55	30.70	31.91	33.14	34.45			
Aquatic Center Coordinator, Assistant	26.86	27.94	29.04	30.11	31.28			
Bridge Electrical Maintenance Supervisor	41.65	43.33	45.02					
Bridge Maintenance General, Supervisor	33.97	35.33	36.80	38.17	39.55			
Bridge Operations Crew Chief	33.36	36.03						
Bridge Operations General, Supervisor***	36.80	38.17	39.60					
Bridge Operator	26.85	27.94	28.96					
Bridge Operator, Senior	28.37	29.43	30.56					
Cartographer	29.63	30.76	31.92	33.18	34.39			
Cartographer, Senior	32.03	33.25	34.68	35.99	37.39			
Civil Engineering Specialist, Assistant I	27.71	28.78	29.87	31.08	32.24			
Civil Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Civil Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Civil Engineering Specialist, Associate	36.31	37.73	39.12	40.68	42.26			
Civil Engineering Technician	23.58	24.48	25.41	26.40	27.48			
Civil Rights Analyst	30.59	31.76	32.94	34.25	35.54			
Civil Rights Analyst Trainee	27.81	28.86	30.03	31.15	32.35			
Commercial Vehicle Enforcement Officer	27.53	28.59	29.68	30.76	32.03			
Community Service Center Coordinator	30.05	31.18	32.35	33.64	34.99			
Community Service Center, Supervisor	35.55	37.05	38.49	39.98	41.50			
Community Service Representative	28.82	29.90	31.10	32.27	33.49			
Contract Analyst	30.59	31.76	32.94	34.25	35.54			
Contract Analyst Senior	33.00	34.30	35.69	37.01	38.44			
Contracts and Concessions, Assistant	27.29	28.38	29.43	30.55	31.76			
Credit Representative	26.28	27.32	28.37	29.47	30.54			
Credit Representative, Senior	28.58	29.72	30.88	32.04	33.27			
Current Diversion Coordinator	33.64	35.05	36.35	37.67	39.18			
Dining Room Attendant	15.30	15.68	16.19	16.73	17.50			
Dining Room Attendant, Senior	16.49	17.11	17.80	18.45	19.19			
Drainage and Wastewater Specialist	34.92	36.30	37.76	39.25	40.71			
Electrical Engineering Design Specialist, Assistant II	32.55	33.82	35.09	36.50	37.92			
Electrical Engineering Design Specialist, Assistant III	35.09	36.50	37.92	39.46	40.97			
Electrical Engineering Specialist, Assistant I	27.48	28.50	29.59	30.72	31.83			
Electrical Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			
Electrical Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Electrical Engineering Specialist, Associate	36.31	37.73	39.12	40.68	42.26			
Electrical Service Representative	30.04	31.17	32.41	33.64	34.94			
Electrical Service Representative, Senior	32.41	33.64	34.94	36.34	37.84			
Employment Program Specialist (excluding position in the Seattle Department of	26.78	27.81	28.86	30.03	31.15			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Human Resources)								
Energy Conservation Representative	26.55	27.53	28.59	29.68	30.76			
Energy Conservation Representative, Senior	28.59	29.68	30.76	32.03	33.25			
Engineering Aide	24.48	25.41	26.40	27.48	28.50			
Environmental Field Specialist	28.88	30.04	31.21	32.35	33.62			
Environmental Field Specialist, Senior	31.21	32.35	33.62	34.92	36.30			
Environmental Field, Supervisor	33.62	34.92	36.30	37.75	39.25			
Exhibits Design Coordinator	29.68	30.76	32.03	33.25	34.68			
Field Engineering Technician	23.58	24.48	25.41	26.40	27.48			
Graphic Aide	19.44	20.21	20.97	21.83	22.61			
Graphic Arts Designer	27.29	28.38	29.43	30.55	31.76			
Housing/Zoning Inspector	32.24	33.49	34.81	36.28	37.62			
Housing/Zoning Inspector, Senior	34.16	35.50	36.93	38.30	39.78			
Housing/Zoning Inspector, Supervisor	37.62	38.99	40.56	42.18	43.80			
Housing/Zoning Technician	24.74	25.62	26.69	27.71	28.78			
Housing/Zoning Technician, Senior	27.15	28.24	29.36	30.46	31.62			
Identification Technician	28.90	29.98	31.13	32.33	33.62			
Information Technology Technical Support	23.51	24.32	25.30	26.23	27.29			
Information Technology Technician	25.80	26.78	27.81	28.86	30.03			
Inspection Support Analyst	34.16	35.50	36.93	38.30	39.78			
Land Use Planner I	34.81	36.28	37.62	38.99	40.56			
Land Use Planner II	36.93	38.30	39.78	41.32	42.98			
Land Use Planner III	39.78	41.32	42.98	44.66	46.32			
Land Use Planner IV	42.18	43.80	45.55	47.26	49.04			
Landscape Designer	30.22	31.44	32.68					
Mail Courier	15.56	16.22	16.71	17.28	18.04			
Mail Courier, Lead	17.28	18.04	18.72	19.41	20.17			
Materials Standards Specialist, Senior	33.82	35.09	36.50	37.92	39.46			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mechanical Engineering Specialist, Assistant I	27.48	28.50	29.59	30.72	31.83			
Mechanical Engineering Specialist, Assistant II	30.67	31.83	33.04	34.34	35.60			
Mechanical Engineering Specialist, Assistant III	33.15	34.41	35.89	37.25	38.70			
Meter Reader	21.69	22.72	23.63	24.59	25.54			
Meter Reader, Senior	25.54	26.58	27.67	28.77	29.94			
Neighborhood District Coordinator	34.30	35.69	37.01	38.44	39.93			
Neighborhood District Coordinator, Supervisor	37.67	39.18	40.75	42.32	44.01			
Parking Pay Station Shop Supervisor	34.50	35.94	37.26					
Parking Pay Station Technician	27.26	28.41	29.47	30.55	31.79			
Parking Supervisor	23.51	24.32	25.30	26.23	27.29			
Permit Specialist	31.15	32.35	33.64	35.05	36.35			
Permit Specialist I	29.43	30.55	31.76	33.00	34.30			
Permit Specialist II	31.76	33.00	34.30	35.69	37.01			
Permit Specialist Entry	27.81	28.86	30.03	31.15	32.35			
Permit Specialist Senior**								
Permit Specialist, Supervisor	34.30	35.69	37.01	38.44	39.93			
Permit Specialist Trainee	22.15	23.46	24.71	25.97	27.29	28.58	29.82	31.05
Permit Technician	25.80	26.78	27.81	28.86	30.03			
Permit Technician Entry	23.05	23.90	24.77	25.80				
Permit Technician, Senior	27.81	28.86	30.03	31.15	32.35			
Photographer	26.57	27.64	28.69	29.81	31.02			
Photographer, Senior	29.81	31.02	32.16	33.41	34.73			
Power Analyst, Assistant	30.67	31.83	33.04	34.34	35.60			
Program Intake Representative	25.31	26.23	27.30	28.42	29.47			
Program Intake Representative Senior	27.29	28.38	29.43	30.55	31.76			
Property Rehabilitation Specialist	32.06	33.26	34.54	35.96	37.43			
Property Rehabilitation, Supervisor	37.47	38.85	40.38					
Real Property Agent	34.62	36.01	37.40	38.99	40.48			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Real Property Records, Supervisor	25.80	26.78	27.81	28.86	30.03			
Recreation Program Coordinator	30.55	31.76	33.00	34.30	35.69			
Recreation Program Specialist	26.23	27.29	28.38	29.43	30.55			
Recreation Program Specialist, Senior	28.86	30.03	31.15	32.35	33.64			
Recreation Programmer	23.05	23.90	24.77	25.80	26.78			
Research and Evaluation Assistant*	26.78	27.81	28.86	30.03	31.15			
Retirement Specialist	26.29	27.22	28.38	29.46	30.59			
Security Programs Specialist	31.76	33.00	34.30	35.69	37.01			
Site Developer Inspector	37.01	38.44	39.93	41.52	43.15			
Social Services Aide	19.85	20.52	21.45	22.21	23.05			
Solid Waste Field Representative I	28.11	29.19	30.28	31.53	32.72			
Solid Waste Field Representative II	31.11	32.30	33.52	34.83	36.11			
Solid Waste Field Representative, Lead	33.62	34.90	36.40	37.78	39.25			
Solid Waste Field Representative, Supervisor	36.40	37.78	39.25	40.79	42.41			
Supply and Inventory Technician	23.05	23.90	24.77	25.80	26.78			
Survey Party Chief	29.68	30.76	32.03	33.25	34.68			
Survey Party Chief, Assistant	26.55	27.53	28.59	29.68	30.76			
Survey Party Chief, Senior	32.03	33.25	34.68	35.99	37.39			
Surveyor, Assistant	23.64	24.54	25.50	26.55	27.53			
Title Examiner	25.80	26.78	27.81					
Title Records Technician	20.52	21.45	22.21	23.05	23.90			
Title Records Technician, Senior	23.05	23.90	24.77					
Tree Trimming Representative	31.73							
Utility Assistance Coordinator	27.71	28.78	29.87	31.08	32.24			
Utility Assistance, Supervisor	34.16	35.50	36.93	38.30	39.78			
Utility Service Representative	29.19	30.28	31.53	32.72	33.97			
Volunteer Programs Coordinator	27.29	28.38	29.43	30.55	31.76			
Water Laboratory Assistant	18.36	19.05	19.85	20.52	21.45			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Water Quality Analyst, Assistant	28.38	29.43	30.55	31.76	33.00			
Water Laboratory Technician	21.91	22.77	23.67	24.53	25.49			
Watershed Inspector	28.06	29.22	30.27	31.44	32.63			
Watershed Inspector, Senior	34.25	35.58	37.01					
Watershed Resources Technician	31.30	32.56	33.78	35.10	36.49			
Water System Operator	35.10	36.49	38.02	39.43	40.86			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

B.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	37.56	39.08	40.58	42.19	43.82			
Appraiser, Senior	40.93	42.56	44.23	45.87	47.66			
Aquarium Exhibits Designer	27.97	29.09	30.17	31.31	32.55			
Aquatic Center Coordinator	30.29	31.47	32.71	33.97	35.31			
Aquatic Center Coordinator, Assistant	27.53	28.64	29.77	30.86	32.06			
Bridge Electrical Maintenance Supervisor	42.69	44.41	46.15					
Bridge Maintenance General, Supervisor	34.82	36.21	37.72	39.12	40.54			
Bridge Operations Crew Chief	34.19	36.93						
Bridge Operations General, Supervisor***	37.72	39.12	40.59					

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bridge Operator	27.52	28.64	29.68					
Bridge Operator, Senior	29.08	30.17	31.32					
Cartographer	30.37	31.53	32.72	34.01	35.25			
Cartographer, Senior	32.83	34.08	35.55	36.89	38.32			
Civil Engineering Specialist, Assistant I	28.40	29.50	30.62	31.86	33.05			
Civil Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Civil Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Civil Engineering Specialist, Associate	37.22	38.67	40.10	41.70	43.32			
Civil Engineering Technician	24.17	25.09	26.05	27.06	28.17			
Civil Rights Analyst	31.35	32.55	33.76	35.11	36.43			
Civil Rights Analyst Trainee	28.51	29.58	30.78	31.93	33.16			
Commercial Vehicle Enforcement Officer	28.22	29.30	30.42	31.53	32.83			
Community Service Center Coordinator	30.80	31.96	33.16	34.48	35.86			
Community Service Center, Supervisor	36.44	37.98	39.45	40.98	42.54			
Community Service Representative	29.54	30.65	31.88	33.08	34.33			
Contract Analyst	31.35	32.55	33.76	35.11	36.43			
Contract Analyst Senior	33.83	35.16	36.58	37.94	39.40			
Contracts and Concessions, Assistant	27.97	29.09	30.17	31.31	32.55			
Credit Representative	26.94	28.00	29.08	30.21	31.30			
Credit Representative, Senior	29.29	30.46	31.65	32.84	34.10			
Current Diversion Coordinator	34.48	35.93	37.26	38.61	40.16			
Dining Room Attendant	15.68	16.07	16.59	17.15	17.94			
Dining Room Attendant, Senior	16.90	17.54	18.25	18.91	19.67			
Drainage and Wastewater Specialist	35.79	37.21	38.70	40.23	41.73			
Electrical Engineering Design Specialist, Assistant II	33.36	34.67	35.97	37.41	38.87			
Electrical Engineering Design Specialist, Assistant III	35.97	37.41	38.87	40.45	41.99			
Electrical Engineering Specialist, Assistant I	28.17	29.21	30.33	31.49	32.63			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Electrical Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Electrical Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Electrical Engineering Specialist, Associate	37.22	38.67	40.10	41.70	43.32			
Electrical Service Representative	30.79	31.95	33.22	34.48	35.81			
Electrical Service Representative, Senior	33.22	34.48	35.81	37.25	38.79			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	27.45	28.51	29.58	30.78	31.93			
Energy Conservation Representative	27.21	28.22	29.30	30.42	31.53			
Energy Conservation Representative, Senior	29.30	30.42	31.53	32.83	34.08			
Engineering Aide	25.09	26.05	27.06	28.17	29.21			
Environmental Field Specialist	29.60	30.79	31.99	33.16	34.46			
Environmental Field Specialist, Senior	31.99	33.16	34.46	35.79	37.21			
Environmental Field, Supervisor	34.46	35.79	37.21	38.69	40.23			
Exhibits Design Coordinator	30.42	31.53	32.83	34.08	35.55			
Field Engineering Technician	24.17	25.09	26.05	27.06	28.17			
Graphic Aide	19.93	20.72	21.49	22.38	23.18			
Graphic Arts Designer	27.97	29.09	30.17	31.31	32.55			
Housing/Zoning Inspector	33.05	34.33	35.68	37.19	38.56			
Housing/Zoning Inspector, Senior	35.01	36.39	37.85	39.26	40.77			
Housing/Zoning Inspector, Supervisor	38.56	39.96	41.57	43.23	44.90			
Housing/Zoning Technician	25.36	26.26	27.36	28.40	29.50			
Housing/Zoning Technician, Senior	27.83	28.95	30.09	31.22	32.41			
Identification Technician	29.62	30.73	31.91	33.14	34.46			
Information Technology Technical Support	24.10	24.93	25.93	26.89	27.97			
Information Technology Technician	26.45	27.45	28.51	29.58	30.78			
Inspection Support Analyst	35.01	36.39	37.85	39.26	40.77			
Land Use Planner I	35.68	37.19	38.56	39.96	41.57			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Land Use Planner II	37.85	39.26	40.77	42.35	44.05			
Land Use Planner III	40.77	42.35	44.05	45.78	47.48			
Land Use Planner IV	43.23	44.90	46.69	48.44	50.27			
Landscape Designer	30.98	32.23	33.50					
Mail Courier	17.13	17.71	18.49					
Mail Courier, Lead	17.71	18.49	19.19	19.90	20.67			
Materials Standards Specialist, Senior	34.67	35.97	37.41	38.87	40.45			
Mechanical Engineering Specialist, Assistant I	28.17	29.21	30.33	31.49	32.63			
Mechanical Engineering Specialist, Assistant II	31.44	32.63	33.87	35.20	36.49			
Mechanical Engineering Specialist, Assistant III	33.98	35.27	36.79	38.18	39.67			
Meter Reader	22.23	23.29	24.22	25.20	26.18			
Meter Reader, Senior	26.18	27.24	28.36	29.49	30.69			
Neighborhood District Coordinator	35.16	36.58	37.94	39.40	40.93			
Neighborhood District Coordinator, Supervisor	38.61	40.16	41.77	43.38	45.11			
Parking Pay Station Shop Supervisor	35.36	36.84	38.19					
Parking Pay Station Technician	27.94	29.12	30.21	31.31	32.58			
Parking Supervisor	24.10	24.93	25.93	26.89	27.97			
Permit Specialist	31.93	33.16	34.48	35.93	37.26			
Permit Specialist I	30.17	31.31	32.55	33.83	35.16			
Permit Specialist II	32.55	33.83	35.16	36.58	37.94			
Permit Specialist Entry	28.51	29.58	30.78	31.93	33.16			
Permit Specialist Senior**								
Permit Specialist, Supervisor	35.16	36.58	37.94	39.40	40.93			
Permit Specialist Trainee	22.70	24.05	25.33	26.62	27.97	29.29	30.57	31.83
Permit Technician	26.45	27.45	28.51	29.58	30.78			
Permit Technician Entry	23.63	24.50	25.39	26.45				
Permit Technician, Senior	28.51	29.58	30.78	31.93	33.16			
Photographer	27.23	28.33	29.41	30.56	31.80			



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Photographer, Senior	30.56	31.80	32.96	34.25	35.60			
Power Analyst, Assistant	31.44	32.63	33.87	35.20	36.49			
Program Intake Representative	25.94	26.89	27.98	29.13	30.21			
Program Intake Representative Senior	27.97	29.09	30.17	31.31	32.55			
Property Rehabilitation Specialist	32.86	34.09	35.40	36.86	38.37			
Property Rehabilitation, Supervisor	38.41	39.82	41.39					
Real Property Agent	35.49	36.91	38.34	39.96	41.49			
Real Property Records, Supervisor	26.45	27.45	28.51	29.58	30.78			
Recreation Program Coordinator	31.31	32.55	33.83	35.16	36.58			
Recreation Program Specialist	26.89	27.97	29.09	30.17	31.31			
Recreation Program Specialist, Senior	29.58	30.78	31.93	33.16	34.48			
Recreation Programmer	23.63	24.50	25.39	26.45	27.45			
Research and Evaluation Assistant*	27.45	28.51	29.58	30.78	31.93			
Retirement Specialist	26.95	27.90	29.09	30.20	31.35			
Security Programs Specialist	32.55	33.83	35.16	36.58	37.94			
Site Developer Inspector	37.94	39.40	40.93	42.56	44.23			
Social Services Aide	20.35	21.03	21.99	22.77	23.63			
Solid Waste Field Representative I	28.81	29.92	31.04	32.32	33.54			
Solid Waste Field Representative II	31.89	33.11	34.36	35.70	37.01			
Solid Waste Field Representative, Lead	34.46	35.77	37.31	38.72	40.23			
Solid Waste Field Representative, Supervisor	37.31	38.72	40.23	41.81	43.47			
Supply and Inventory Technician	23.63	24.50	25.39	26.45	27.45			
Survey Party Chief	30.42	31.53	32.83	34.08	35.55			
Survey Party Chief, Assistant	27.21	28.22	29.30	30.42	31.53			
Survey Party Chief, Senior	32.83	34.08	35.55	36.89	38.32			
Surveyor, Assistant	24.23	25.15	26.14	27.21	28.22			
Title Examiner	26.45	27.45	28.51					
Title Records Technician	21.03	21.99	22.77	23.63	24.50			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Title Records Technician, Senior	23.63	24.50	25.39					
Tree Trimming Representative	32.52							
Utility Assistance Coordinator	28.40	29.50	30.62	31.86	33.05			
Utility Assistance, Supervisor	35.01	36.39	37.85	39.26	40.77			
Utility Service Representative	29.92	31.04	32.32	33.54	34.82			
Volunteer Programs Coordinator	27.97	29.09	30.17	31.31	32.55			
Water Laboratory Assistant	18.82	19.53	20.35	21.03	21.99			
Water Quality Analyst, Assistant	29.09	30.17	31.31	32.55	33.83			
Water Laboratory Technician	22.46	23.34	24.26	25.14	26.13			
Watershed Inspector	28.76	29.95	31.03	32.23	33.45			
Watershed Inspector, Senior	35.11	36.47	37.94					
Watershed Resources Technician	32.08	33.37	34.62	35.98	37.40			
Water System Operator	35.98	37.40	38.97	40.42	41.88			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

B.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Appraiser	38.59	40.15	41.70	43.35	45.03			
Appraiser, Senior	42.06	43.73	45.45	47.13	48.97			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Aquarium Exhibits Designer	28.74	29.89	31.00	32.17	33.45			
Aquatic Center Coordinator	31.12	32.34	33.61	34.90	36.28			
Aquatic Center Coordinator, Assistant	28.29	29.43	30.59	31.71	32.94			
Bridge Electrical Maintenance Supervisor	43.86	45.63	47.42					
Bridge Maintenance General, Supervisor	35.78	37.21	38.76	40.20	41.65			
Bridge Operations Crew Chief	35.13	37.95						
Bridge Operations General, Supervisor***	38.76	40.20	41.71					
Bridge Operator	28.28	29.43	30.50					
Bridge Operator, Senior	29.88	31.00	32.18					
Cartographer	31.21	32.40	33.62	34.95	36.22			
Cartographer, Senior	33.73	35.02	36.53	37.90	39.37			
Civil Engineering Specialist, Assistant I	29.18	30.31	31.46	32.74	33.96			
Civil Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Civil Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Civil Engineering Specialist, Associate	38.24	39.73	41.20	42.85	44.51			
Civil Engineering Technician	24.83	25.78	26.77	27.80	28.94			
Civil Rights Analyst	32.21	33.45	34.69	36.08	37.43			
Civil Rights Analyst Trainee	29.29	30.39	31.63	32.81	34.07			
Commercial Vehicle Enforcement Officer	29.00	30.11	31.26	32.40	33.73			
Community Service Center Coordinator	31.65	32.84	34.07	35.43	36.85			
Community Service Center, Supervisor	37.44	39.02	40.53	42.11	43.71			
Community Service Representative	30.35	31.49	32.76	33.99	35.27			
Contract Analyst	32.21	33.45	34.69	36.08	37.43			
Contract Analyst Senior	34.76	36.13	37.59	38.98	40.48			
Contracts and Concessions, Assistant	28.74	29.89	31.00	32.17	33.45			
Credit Representative	27.68	28.77	29.88	31.04	32.16			
Credit Representative, Senior	30.10	31.30	32.52	33.74	35.04			
Current Diversion Coordinator	35.43	36.92	38.28	39.67	41.26			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Dining Room Attendant	16.11	16.51	17.05	17.62	18.43			
Dining Room Attendant, Senior	17.36	18.02	18.75	19.43	20.21			
Drainage and Wastewater Specialist	36.77	38.23	39.76	41.34	42.88			
Electrical Engineering Design Specialist, Assistant II	34.28	35.62	36.96	38.44	39.94			
Electrical Engineering Design Specialist, Assistant III	36.96	38.44	39.94	41.56	43.14			
Electrical Engineering Specialist, Assistant I	28.94	30.01	31.16	32.36	33.53			
Electrical Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Electrical Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Electrical Engineering Specialist, Associate	38.24	39.73	41.20	42.85	44.51			
Electrical Service Representative	31.64	32.83	34.13	35.43	36.79			
Electrical Service Representative, Senior	34.13	35.43	36.79	38.27	39.86			
Employment Program Specialist (excluding position in the Seattle Department of Human Resources)	28.20	29.29	30.39	31.63	32.81			
Energy Conservation Representative	27.96	29.00	30.11	31.26	32.40			
Energy Conservation Representative, Senior	30.11	31.26	32.40	33.73	35.02			
Engineering Aide	25.78	26.77	27.80	28.94	30.01			
Environmental Field Specialist	30.41	31.64	32.87	34.07	35.41			
Environmental Field Specialist, Senior	32.87	34.07	35.41	36.77	38.23			
Environmental Field, Supervisor	35.41	36.77	38.23	39.75	41.34			
Exhibits Design Coordinator	31.26	32.40	33.73	35.02	36.53			
Field Engineering Technician	24.83	25.78	26.77	27.80	28.94			
Graphic Aide	20.48	21.29	22.08	23.00	23.82			
Graphic Arts Designer	28.74	29.89	31.00	32.17	33.45			
Housing/Zoning Inspector	33.96	35.27	36.66	38.21	39.62			
Housing/Zoning Inspector, Senior	35.97	37.39	38.89	40.34	41.89			
Housing/Zoning Inspector, Supervisor	39.62	41.06	42.71	44.42	46.13			
Housing/Zoning Technician	26.06	26.98	28.11	29.18	30.31			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Housing/Zoning Technician, Senior	28.60	29.75	30.92	32.08	33.30			
Identification Technician	30.43	31.58	32.79	34.05	35.41			
Information Technology Technical Support	24.76	25.62	26.64	27.63	28.74			
Information Technology Technician	27.18	28.20	29.29	30.39	31.63			
Inspection Support Analyst	35.97	37.39	38.89	40.34	41.89			
Land Use Planner I	36.66	38.21	39.62	41.06	42.71			
Land Use Planner II	38.89	40.34	41.89	43.51	45.26			
Land Use Planner III	41.89	43.51	45.26	47.04	48.79			
Land Use Planner IV	44.42	46.13	47.97	49.77	51.65			
Landscape Designer	31.83	33.12	34.42					
Mail Courier	17.60	18.20	19.00					
Mail Courier, Lead	18.20	19.00	19.72	20.45	21.24			
Materials Standards Specialist, Senior	35.62	36.96	38.44	39.94	41.56			
Mechanical Engineering Specialist, Assistant I	28.94	30.01	31.16	32.36	33.53			
Mechanical Engineering Specialist, Assistant II	32.30	33.53	34.80	36.17	37.49			
Mechanical Engineering Specialist, Assistant III	34.91	36.24	37.80	39.23	40.76			
Meter Reader	22.84	23.93	24.89	25.89	26.90			
Meter Reader, Senior	26.90	27.99	29.14	30.30	31.53			
Neighborhood District Coordinator	36.13	37.59	38.98	40.48	42.06			
Neighborhood District Coordinator, Supervisor	39.67	41.26	42.92	44.57	46.35			
Parking Pay Station Shop Supervisor	36.33	37.85	39.24					
Parking Pay Station Technician	28.71	29.92	31.04	32.17	33.48			
Parking Supervisor	24.76	25.62	26.64	27.63	28.74			
Permit Specialist	32.81	34.07	35.43	36.92	38.28			
Permit Specialist I	31.00	32.17	33.45	34.76	36.13			
Permit Specialist II	33.45	34.76	36.13	37.59	38.98			
Permit Specialist Entry	29.29	30.39	31.63	32.81	34.07			
Permit Specialist Senior**								

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Permit Specialist, Supervisor	36.13	37.59	38.98	40.48	42.06			
Permit Specialist Trainee	23.32	24.71	26.03	27.35	28.74	30.10	31.41	32.71
Permit Technician	27.18	28.20	29.29	30.39	31.63			
Permit Technician Entry	24.28	25.17	26.09	27.18				
Permit Technician, Senior	29.29	30.39	31.63	32.81	34.07			
Photographer	27.98	29.11	30.22	31.40	32.67			
Photographer, Senior	31.40	32.67	33.87	35.19	36.58			
Power Analyst, Assistant	32.30	33.53	34.80	36.17	37.49			
Program Intake Representative	26.65	27.63	28.75	29.93	31.04			
Program Intake Representative Senior	28.74	29.89	31.00	32.17	33.45			
Property Rehabilitation Specialist	33.76	35.03	36.37	37.87	39.43			
Property Rehabilitation, Supervisor	39.47	40.92	42.53					
Real Property Agent	36.47	37.93	39.39	41.06	42.63			
Real Property Records, Supervisor	27.18	28.20	29.29	30.39	31.63			
Recreation Program Coordinator	32.17	33.45	34.76	36.13	37.59			
Recreation Program Specialist	27.63	28.74	29.89	31.00	32.17			
Recreation Program Specialist, Senior	30.39	31.63	32.81	34.07	35.43			
Recreation Programmer	24.28	25.17	26.09	27.18	28.20			
Research and Evaluation Assistant*	28.20	29.29	30.39	31.63	32.81			
Retirement Specialist	27.69	28.67	29.89	31.03	32.21			
Security Programs Specialist	33.45	34.76	36.13	37.59	38.98			
Site Developer Inspector	38.98	40.48	42.06	43.73	45.45			
Social Services Aide	20.91	21.61	22.59	23.40	24.28			
Solid Waste Field Representative I	29.60	30.74	31.89	33.21	34.46			
Solid Waste Field Representative II	32.77	34.02	35.30	36.68	38.03			
Solid Waste Field Representative, Lead	35.41	36.75	38.34	39.78	41.34			
Solid Waste Field Representative, Supervisor	38.34	39.78	41.34	42.96	44.67			
Supply and Inventory Technician	24.28	25.17	26.09	27.18	28.20			

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Survey Party Chief	31.26	32.40	33.73	35.02	36.53			
Survey Party Chief, Assistant	27.96	29.00	30.11	31.26	32.40			
Survey Party Chief, Senior	33.73	35.02	36.53	37.90	39.37			
Surveyor, Assistant	24.90	25.84	26.86	27.96	29.00			
Title Examiner	25.17	26.09	27.18	28.20	29.29			
Title Records Technician	21.61	22.59	23.40	24.28	25.17			
Title Records Technician, Senior	24.28	25.17	26.09					
Tree Trimming Representative	33.41							
Utility Assistance Coordinator	29.18	30.31	31.46	32.74	33.96			
Utility Assistance, Supervisor	35.97	37.39	38.89	40.34	41.89			
Utility Service Representative	30.74	31.89	33.21	34.46	35.78			
Volunteer Programs Coordinator	28.74	29.89	31.00	32.17	33.45			
Water Laboratory Assistant	19.34	20.07	20.91	21.61	22.59			
Water Quality Analyst, Assistant	29.89	31.00	32.17	33.45	34.76			
Water Laboratory Technician	23.08	23.98	24.93	25.83	26.85			
Watershed Inspector	29.55	30.77	31.88	33.12	34.37			
Watershed Inspector, Senior	36.08	37.47	38.98					
Watershed Resources Technician	32.96	34.29	35.57	36.97	38.43			
Water System Operator	36.97	38.43	40.04	41.53	43.03			

\* The scope of Union representation of the title Research and Evaluation Assistant is limited to positions in the following City departments: Seattle Department of Transportation, SPU, City Light, Neighborhoods, Human Services Department, and Office of Housing.

\*\* City recognized the Union for this title. If positions are created the salary will have to be negotiated.

\*\*\* The Bridge Operations General Supervisor (that supervises the Bridge Electrical Crew Chief and Electrician title) in the bridge operation of the Seattle Department of Transportation (SDOT) will be paid \$1.75 per hour for all paid hours (working and non-working) after the successful completion of the certification process. The certification process was developed by the Department to insure that employees responsible for the described functions (in the certification process) have the requisite knowledge for their special work.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

- B.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix C

Senior Business Unit

C.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	24.28	25.29	26.25	27.26	28.29
Customer Service Representative, Supervisor	27.07	28.10	29.17	30.31	31.52
Electrical Service Representative, Supervising	35.63	37.10	38.48	39.89	41.48
Energy Management Analyst Supervisor	45.73	47.56	49.40	51.36	53.26
Meter Reader, Supervisor	28.21	29.35	30.53	31.73	32.98
Parking Enforcement Officer Supervisor	28.78	29.86	31.00	32.23	33.49
Utility Account Representative Supervisor I	29.95	31.14	32.37	33.65	35.05
Utility Account Representative Supervisor II	32.37	33.65	35.05	36.34	37.69
Utility Accounts, Supervisor	28.85	29.95	31.14	32.35	33.63
Utility Collection Supervisor, Assistant	27.26	28.29	29.44	30.54	31.72

C.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	24.77	25.80	26.78	27.81	28.86
Customer Service Representative, Supervisor	27.61	28.66	29.75	30.92	32.15
Electrical Service Representative, Supervising	36.34	37.84	39.25	40.69	42.31
Energy Management Analyst Supervisor	46.64	48.51	50.39	52.39	54.33
Meter Reader, Supervisor	28.77	29.94	31.14	32.36	33.64
Parking Enforcement Officer Supervisor	29.36	30.46	31.62	32.87	34.16

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Account Representative Supervisor I	30.55	31.76	33.02	34.32	35.75
Utility Account Representative Supervisor II	33.02	34.32	35.75	37.07	38.44
Utility Accounts, Supervisor	29.43	30.55	31.76	33.00	34.30
Utility Collection Supervisor, Assistant	27.81	28.86	30.03	31.15	32.35

C.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	25.39	26.45	27.45	28.51	29.58
Customer Service Representative, Supervisor	28.30	29.38	30.49	31.69	32.95
Electrical Service Representative, Supervising	37.25	38.79	40.23	41.71	43.37
Energy Management Analyst Supervisor	47.81	49.72	51.65	53.70	55.69
Meter Reader, Supervisor	29.49	30.69	31.92	33.17	34.48
Parking Enforcement Officer Supervisor	30.09	31.22	32.41	33.69	35.01
Utility Account Representative Supervisor I	31.31	32.55	33.85	35.18	36.64
Utility Account Representative Supervisor II	33.85	35.18	36.64	38.00	39.40
Utility Accounts, Supervisor	30.17	31.31	32.55	33.83	35.16
Utility Collection Supervisor, Assistant	28.51	29.58	30.78	31.93	33.16

C.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Central Answering Service Supervisor, Assistant	26.09	27.18	28.20	29.29	30.39
Customer Service Representative, Supervisor	29.08	30.19	31.33	32.56	33.86
Electrical Service Representative, Supervising	38.27	39.86	41.34	42.86	44.56
Energy Management Analyst Supervisor	49.12	51.09	53.07	55.18	57.22
Meter Reader, Supervisor	30.30	31.53	32.80	34.08	35.43
Parking Enforcement Officer Supervisor	30.92	32.08	33.30	34.62	35.97

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Account Representative Supervisor I	32.17	33.45	34.78	36.15	37.65
Utility Account Representative Supervisor II	34.78	36.15	37.65	39.05	40.48
Utility Accounts, Supervisor	31.00	32.17	33.45	34.76	36.13
Utility Collection Supervisor, Assistant	29.29	30.39	31.63	32.81	34.07

C.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix D

Senior Professional Unit

D.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	41.35	42.94	44.66	46.33	48.08
Civil Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Civil Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Civil Engineering Specialist, Senior	41.70	43.38	45.00	46.72	
Civil Engineering Specialist, Supervisor	43.70	45.36	47.06	48.91	
Contract Payments, Supervisor	40.37	41.91	43.52	45.27	46.98
Economist, Senior	41.35	42.94	44.66	46.33	48.08
Electrical Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Electrical Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Electrical Engineering Specialist, Senior	41.70	43.38	45.00	46.72	
Electrical Engineering Specialist, Supervisor	43.70	45.36	47.06	48.91	
Electrical Power Systems Engineer	49.37	51.51	53.67	55.81	57.95
Electrical Power Systems Engineer, Principal	51.23	53.49	55.70	57.93	60.15
Electrical Power Systems Engineer, Principal - Premium	56.36	58.82	61.28	63.71	66.17
Electrical Power Systems Engineer - Premium	53.50	55.80	58.15	60.47	62.80
Electrical Power Systems Engineer, Principal - Merit	62.37	64.60			
Electrical Power Systems Engineer, Principal - Premium Merit	66.29	68.69			
Electrical Power Systems Engineer - Merit	59.19	61.31			
Electrical Power Systems Engineer - Premium Merit	65.12	67.43			
Electrical Service Engineer	41.79	43.38	45.04	46.85	48.62

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Geo-Technical Engineer	40.51	42.14	43.78	45.41	47.19
Landscape Architect, Senior	41.35	42.94	44.66	46.33	48.08
Mapping Supervisor	40.37	41.91	43.52	45.27	46.98
Materials Engineer, Senior	45.30	47.03	48.84	50.79	52.71
Materials/GeoTechnical Engineering, Supervisor	45.30	47.03	48.84	50.79	52.71
Mechanical Engineer, Senior	46.79	48.57	50.41	52.47	54.48
Mechanical Engineer, Supervisor	50.65	52.58	54.57	56.61	58.74
Mechanical Plans Engineer, Senior	46.36	48.15	49.95	51.92	53.81
Mechanical Plans Engineer, Supervisor	49.46	51.33	53.34	55.25	57.38
Permit Process Leader	39.95	41.49	43.15	44.76	46.46
Power Analyst, Senior	41.79	43.38	45.04	46.85	48.62
Power Resource Engineer, Senior	41.79	43.38	45.04	46.85	48.62
Structural Plans Engineer, Senior	46.36	48.15	49.95	51.92	53.81
Structural Plans Engineer, Supervisor	49.46	51.33	53.34	55.25	57.38
Surveyor, Chief	41.79	43.38	45.04	46.85	48.62
Transportation Planner Senior	41.35	42.94	44.66	46.33	48.08

D.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	42.18	43.80	45.55	47.26	49.04
Civil Engineer, Senior	47.73	49.54	51.42	53.52	55.57
Civil Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Civil Engineering Specialist, Senior	42.53	44.25	45.90	47.65	

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Civil Engineering Specialist, Supervisor	44.57	46.27	48.00	49.89	
Contract Payments, Supervisor	41.18	42.75	44.39	46.18	47.92
Economist, Senior	42.18	43.80	45.55	47.26	49.04
Electrical Engineer, Senior	47.73	49.54	51.42	53.52	55.57
Electrical Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Electrical Engineering Specialist, Senior	42.53	44.25	45.90	47.65	
Electrical Engineering Specialist, Supervisor	44.57	46.27	48.00	49.89	
Electrical Power Systems Engineer	50.36	52.54	54.74	56.93	59.11
Electrical Power Systems Engineer, Principal	52.25	54.56	56.81	59.09	61.35
Electrical Power Systems Engineer, Principal - Premium	57.49	60.00	62.51	64.98	67.49
Electrical Power Systems Engineer - Premium	54.57	56.92	59.31	61.68	64.06
Electrical Power Systems Engineer, Principal - Merit	63.62	65.89			
Electrical Power Systems Engineer, Principal - Premium Merit	67.62	70.06			
Electrical Power Systems Engineer - Merit	60.37	62.54			
Electrical Power Systems Engineer - Premium Merit	66.42	68.78			
Electrical Service Engineer	42.63	44.25	45.94	47.79	49.59
Geo-Technical Engineer	41.32	42.98	44.66	46.32	48.13
Landscape Architect, Senior	42.18	43.80	45.55	47.26	49.04
Mapping Supervisor	41.18	42.75	44.39	46.18	47.92
Materials Engineer, Senior	46.21	47.97	49.82	51.81	53.76
Materials/GeoTechnical Engineering, Supervisor	46.21	47.97	49.82	51.81	53.76
Mechanical Engineer, Senior	47.73	49.54	51.42	53.52	55.57
Mechanical Engineer, Supervisor	51.66	53.63	55.66	57.74	59.91
Mechanical Plans Engineer, Senior	47.29	49.11	50.95	52.96	54.89
Mechanical Plans Engineer, Supervisor	50.45	52.36	54.41	56.36	58.53
Permit Process Leader	40.75	42.32	44.01	45.66	47.39
Power Analyst, Senior	42.63	44.25	45.94	47.79	49.59

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Power Resource Engineer, Senior	42.63	44.25	45.94	47.79	49.59
Structural Plans Engineer, Senior	47.29	49.11	50.95	52.96	54.89
Structural Plans Engineer, Supervisor	50.45	52.36	54.41	56.36	58.53
Surveyor, Chief	42.63	44.25	45.94	47.79	49.59
Transportation Planner Senior	42.18	43.80	45.55	47.26	49.04

D.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	43.23	44.90	46.69	48.44	50.27
Civil Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Civil Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Civil Engineering Specialist, Senior	43.59	45.36	47.05	48.84	
Civil Engineering Specialist, Supervisor	45.68	47.43	49.20	51.14	
Contract Payments, Supervisor	42.21	43.82	45.50	47.33	49.12
Economist, Senior	43.23	44.90	46.69	48.44	50.27
Electrical Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Electrical Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Electrical Engineering Specialist, Senior	43.59	45.36	47.05	48.84	
Electrical Engineering Specialist, Supervisor	45.68	47.43	49.20	51.14	
Electrical Power Systems Engineer	51.62	53.85	56.11	58.35	60.59
Electrical Power Systems Engineer, Principal	53.56	55.92	58.23	60.57	62.88
Electrical Power Systems Engineer, Principal - Premium	58.93	61.50	64.07	66.60	69.18
Electrical Power Systems Engineer - Premium	55.93	58.34	60.79	63.22	65.66
Electrical Power Systems Engineer, Principal - Merit	65.21	67.54			
Electrical Power Systems Engineer, Principal - Premium Merit	69.31	71.81			
Electrical Power Systems Engineer - Merit	61.88	64.10			
Electrical Power Systems Engineer - Premium Merit	68.08	70.50			

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Electrical Service Engineer	43.70	45.36	47.09	48.98	50.83
Geo-Technical Engineer	42.35	44.05	45.78	47.48	49.33
Landscape Architect, Senior	43.23	44.90	46.69	48.44	50.27
Mapping Supervisor	42.21	43.82	45.50	47.33	49.12
Materials Engineer, Senior	47.37	49.17	51.07	53.11	55.10
Materials/GeoTechnical Engineering, Supervisor	47.37	49.17	51.07	53.11	55.10
Mechanical Engineer, Senior	48.92	50.78	52.71	54.86	56.96
Mechanical Engineer, Supervisor	52.95	54.97	57.05	59.18	61.41
Mechanical Plans Engineer, Senior	48.47	50.34	52.22	54.28	56.26
Mechanical Plans Engineer, Supervisor	51.71	53.67	55.77	57.77	59.99
Permit Process Leader	41.77	43.38	45.11	46.80	48.57
Power Analyst, Senior	43.70	45.36	47.09	48.98	50.83
Power Resource Engineer, Senior	43.70	45.36	47.09	48.98	50.83
Structural Plans Engineer, Senior	48.47	50.34	52.22	54.28	56.26
Structural Plans Engineer, Supervisor	51.71	53.67	55.77	57.77	59.99
Surveyor, Chief	43.70	45.36	47.09	48.98	50.83
Transportation Planner Senior	43.23	44.90	46.69	48.44	50.27

D.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5
Building Plans Examiner Supervisor	44.42	46.13	47.97	49.77	51.65
Civil Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Civil Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Civil Engineering Specialist, Senior	44.79	46.61	48.34	50.18	
Civil Engineering Specialist, Supervisor	46.94	48.73	50.55	52.55	
Contract Payments, Supervisor	43.37	45.03	46.75	48.63	50.47



## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Economist, Senior	44.42	46.13	47.97	49.77	51.65
Electrical Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Electrical Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Electrical Engineering Specialist, Senior	44.79	46.61	48.34	50.18	
Electrical Engineering Specialist, Supervisor	46.94	48.73	50.55	52.55	
Electrical Power Systems Engineer	53.04	55.33	57.65	59.95	62.26
Electrical Power Systems Engineer, Principal	55.03	57.46	59.83	62.24	64.61
Electrical Power Systems Engineer, Principal - Premium	60.55	63.19	65.83	68.43	71.08
Electrical Power Systems Engineer - Premium	57.47	59.94	62.46	64.96	67.47
Electrical Power Systems Engineer, Principal - Merit	67.00	69.40			
Electrical Power Systems Engineer, Principal - Premium Merit	71.22	73.78			
Electrical Power Systems Engineer - Merit	63.58	65.86			
Electrical Power Systems Engineer - Premium Merit	69.95	72.44			
Electrical Service Engineer	44.90	46.61	48.38	50.33	52.23
Geo-Technical Engineer	43.51	45.26	47.04	48.79	50.69
Landscape Architect, Senior	44.42	46.13	47.97	49.77	51.65
Mapping Supervisor	43.37	45.03	46.75	48.63	50.47
Materials Engineer, Senior	48.67	50.52	52.47	54.57	56.62
Materials/GeoTechnical Engineering, Supervisor	48.67	50.52	52.47	54.57	56.62
Mechanical Engineer, Senior	50.27	52.18	54.16	56.37	58.53
Mechanical Engineer, Supervisor	54.41	56.48	58.62	60.81	63.10
Mechanical Plans Engineer, Senior	49.80	51.72	53.66	55.77	57.81
Mechanical Plans Engineer, Supervisor	53.13	55.15	57.30	59.36	61.64
Permit Process Leader	42.92	44.57	46.35	48.09	49.91
Power Analyst, Senior	44.90	46.61	48.38	50.33	52.23
Power Resource Engineer, Senior	44.90	46.61	48.38	50.33	52.23
Structural Plans Engineer, Senior	49.80	51.72	53.66	55.77	57.81

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5
Structural Plans Engineer, Supervisor	53.13	55.15	57.30	59.36	61.64
Surveyor, Chief	44.90	46.61	48.38	50.33	52.23
Transportation Planner Senior	44.42	46.13	47.97	49.77	51.65

D.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

Summary Attachment 1 – Bill Draft Version of Local 17 Agreement  
Version 1a

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL #17

Appendix E

Administrative Support Unit

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows:

E.1 Hourly Base Wage Rates as of December 31, 2014:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.06	19.81	20.56	21.40		
Accounting Technician I	21.03	21.77	22.60	23.43		
Accounting Technician II	22.60	23.43	24.28	25.29		
Accounting Technician III	24.80	25.72	26.75	27.82		
Accounting Technician, Supervisor	26.75	27.82	28.85	29.95		
Administrative Specialist I	21.03	21.77	22.60	23.43		
Administrative Specialist II	22.60	23.43	24.28	25.29		
Administrative Specialist III	24.28	25.29	26.25	27.26		
Administrative Support Assistant	19.06	19.81	20.56	21.40		
Administrative Support, Supervisor	25.72	26.75	27.82	28.85		
Admissions Personnel Dispatcher	22.46	23.30	24.19	25.02		
Cashier	15.57	16.05	16.61	17.31	17.97	
Customer Service Representative	22.85	23.77	24.62	25.59		
Customer Service Representative, Senior	24.62	25.59	26.58	27.58		
Customer Service Representative, Trainer	23.91	24.80	25.77	26.79		
Electrical Sales Order Processor	20.56	21.40	22.17	23.05		
Identification Data Specialist	22.70	23.49	24.41	25.30		
Information and Referral Specialist	21.03	21.77	22.60	23.43		
Office Aide	15.51	16.04	16.73			

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant	16.04	16.73	17.36	18.00	18.68	
Office Equipment Operator	19.06	19.81	20.56	21.40		
Parks Special Events Scheduler	23.43	24.28	25.29	26.25	27.26	
Parks Special Events Scheduler, Senior	25.29	26.25	27.26	28.29	29.44	
Police Data Technician	23.33	24.24	25.12	26.02		
Police Data Technician, Senior	24.69	25.55	26.58	27.57		
Police Data Technician, Supervisor	27.57	28.67	29.81	30.93		
Police Data Technician Trainee	19.81	20.56	21.40	22.17		
Retirement Specialist, Assistant	24.40	25.36	26.22	27.27		
Training and Education Coordinator, Assistant***	23.84	24.80	25.72	26.75	27.82	
Utility Account Representative I	23.49	24.28	25.29	26.23	27.27	28.36
Utility Account Representative II	25.29	26.23	27.27	28.36	29.50	30.69
Utility Account Representative Trainee	21.72	22.60				

E.2 Hourly Base Wage Rates as of December 30, 2015:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.44	20.21	20.97	21.83		
Accounting Technician I	21.45	22.21	23.05	23.90		
Accounting Technician II	23.05	23.90	24.77	25.80		
Accounting Technician III	25.30	26.23	27.29	28.38		
Accounting Technician, Supervisor	27.29	28.38	29.43	30.55		
Administrative Specialist I	21.45	22.21	23.05	23.90		
Administrative Specialist II	23.05	23.90	24.77	25.80		
Administrative Specialist III	24.77	25.80	26.78	27.81		
Administrative Support Assistant	19.44	20.21	20.97	21.83		
Administrative Support, Supervisor	26.23	27.29	28.38	29.43		

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Admissions Personnel Dispatcher	22.91	23.77	24.67	25.52		
Cashier	15.88	16.37	16.94	17.66	18.33	
Customer Service Representative	23.31	24.25	25.11	26.10		
Customer Service Representative, Senior	25.11	26.10	27.11	28.13		
Customer Service Representative, Trainer	24.39	25.30	26.29	27.33		
Electrical Sales Order Processor	20.97	21.83	22.61	23.51		
Identification Data Specialist	23.15	23.96	24.90	25.81		
Information and Referral Specialist	21.45	22.21	23.05	23.90		
Office Aide	15.82	16.36	17.06			
Office Assistant	16.36	17.06	17.71	18.36	19.05	
Office Equipment Operator	19.44	20.21	20.97	21.83		
Parks Special Events Scheduler	23.90	24.77	25.80	26.78	27.81	
Parks Special Events Scheduler, Senior	25.80	26.78	27.81	28.86	30.03	
Police Data Technician	23.80	24.72	25.62	26.54		
Police Data Technician, Senior	25.18	26.06	27.11	28.12		
Police Data Technician, Supervisor	28.12	29.24	30.41	31.55		
Police Data Technician Trainee	20.21	20.97	21.83	22.61		
Retirement Specialist, Assistant	24.89	25.87	26.74	27.82		
Training and Education Coordinator, Assistant***	24.32	25.30	26.23	27.29	28.38	
Utility Account Representative I	23.96	24.77	25.80	26.75	27.82	28.93
Utility Account Representative II	25.80	26.75	27.82	28.93	30.09	31.30
Utility Account Representative Trainee	22.15	23.05				

E.3 Hourly Base Wage Rates as of December 28, 2016:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	19.93	20.72	21.49	22.38		
Accounting Technician I	21.99	22.77	23.63	24.50		

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Technician II	23.63	24.50	25.39	26.45		
Accounting Technician III	25.93	26.89	27.97	29.09		
Accounting Technician, Supervisor	27.97	29.09	30.17	31.31		
Administrative Specialist I	21.99	22.77	23.63	24.50		
Administrative Specialist II	23.63	24.50	25.39	26.45		
Administrative Specialist III	25.39	26.45	27.45	28.51		
Administrative Support Assistant	19.93	20.72	21.49	22.38		
Administrative Support, Supervisor	26.89	27.97	29.09	30.17		
Admissions Personnel Dispatcher	23.48	24.36	25.29	26.16		
Cashier	16.28	16.78	17.36	18.10	18.79	
Customer Service Representative	23.89	24.86	25.74	26.75		
Customer Service Representative, Senior	25.74	26.75	27.79	28.83		
Customer Service Representative, Trainer	25.00	25.93	26.95	28.01		
Electrical Sales Order Processor	21.49	22.38	23.18	24.10		
Identification Data Specialist	23.73	24.56	25.52	26.46		
Information and Referral Specialist	21.99	22.77	23.63	24.50		
Office Aide	16.22	16.77	17.49			
Office Assistant	16.77	17.49	18.15	18.82	19.53	
Office Equipment Operator	19.93	20.72	21.49	22.38		
Parks Special Events Scheduler	24.50	25.39	26.45	27.45	28.51	
Parks Special Events Scheduler, Senior	26.45	27.45	28.51	29.58	30.78	
Police Data Technician	24.40	25.34	26.26	27.20		
Police Data Technician, Senior	25.81	26.71	27.79	28.82		
Police Data Technician, Supervisor	28.82	29.97	31.17	32.34		
Police Data Technician Trainee	20.72	21.49	22.38	23.18		
Retirement Specialist, Assistant	25.51	26.52	27.41	28.52		
Training and Education Coordinator, Assistant***	24.93	25.93	26.89	27.97	29.09	

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Utility Account Representative I	24.56	25.39	26.45	27.42	28.52	29.65
Utility Account Representative II	26.45	27.42	28.52	29.65	30.84	32.08
Utility Account Representative Trainee	22.70	23.63				

E.4 Hourly Base Wage Rates as of December 27, 2017:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Support Assistant	20.48	21.29	22.08	23.00		
Accounting Technician I	22.59	23.40	24.28	25.17		
Accounting Technician II	24.28	25.17	26.09	27.18		
Accounting Technician III	26.64	27.63	28.74	29.89		
Accounting Technician, Supervisor	28.74	29.89	31.00	32.17		
Administrative Specialist I	22.59	23.40	24.28	25.17		
Administrative Specialist II	24.28	25.17	26.09	27.18		
Administrative Specialist III	26.09	27.18	28.20	29.29		
Administrative Support Assistant	20.48	21.29	22.08	23.00		
Administrative Support, Supervisor	27.63	28.74	29.89	31.00		
Admissions Personnel Dispatcher	24.13	25.03	25.99	26.88		
Cashier	16.73	17.24	17.84	18.60	19.31	
Customer Service Representative	24.55	25.54	26.45	27.49		
Customer Service Representative, Senior	26.45	27.49	28.55	29.62		
Customer Service Representative, Trainer	25.69	26.64	27.69	28.78		
Electrical Sales Order Processor	22.08	23.00	23.82	24.76		
Identification Data Specialist	24.38	25.24	26.22	27.19		
Information and Referral Specialist	22.59	23.40	24.28	25.17		
Office Aide	16.67	17.23	17.97			
Office Assistant	17.23	17.97	18.65	19.34	20.07	

## Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

## Version 1a

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Equipment Operator	20.48	21.29	22.08	23.00		
Parks Special Events Scheduler	25.17	26.09	27.18	28.20	29.29	
Parks Special Events Scheduler, Senior	27.18	28.20	29.29	30.39	31.63	
Police Data Technician	25.07	26.04	26.98	27.95		
Police Data Technician, Senior	26.52	27.44	28.55	29.61		
Police Data Technician, Supervisor	29.61	30.79	32.03	33.23		
Police Data Technician Trainee	21.29	22.08	23.00	23.82		
Retirement Specialist, Assistant	26.21	27.25	28.16	29.30		
Training and Education Coordinator, Assistant***	25.62	26.64	27.63	28.74	29.89	
Utility Account Representative I	25.24	26.09	27.18	28.17	29.30	30.47
Utility Account Representative II	27.18	28.17	29.30	30.47	31.69	32.96
Utility Account Representative Trainee	23.32	24.28				

E.5. The rates are illustrative of the increases that are provided for in Articles 9.2, 9.3, 9.4 and 9.5. Any discrepancies shall be governed by Articles 9.2, 9.3, 9.4 and 9.5.

Section 2. The scope of the Administrative Support bargaining unit includes only the following departments:

Finance and Administrative Services\*\*  
City Light  
Department of Planning and Development  
Seattle Department of Transportation  
Fire  
Office of Housing  
Human Services  
Office of Civil Rights  
Neighborhoods  
Parks and Recreation  
Police  
Retirement System  
Seattle Center  
Seattle Public Utilities  
OED



Summary Attachment 1 – Bill Draft Version of Local 17 Agreement

Version 1a

- \*\* Applicable to only those positions as mutually agreed to by Memorandum of Agreement, dated March 26, 2002.
- \*\*\* The scope of Union representation for the title of Assistant Training and Education Coordinator is limited to positions in the Fire Department.

Summary Att 2 – Bill Draft Version of Probation Counselors Agreement  
V1

AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

UNIT:

MUNICIPAL COURT  
PROBATION COUNSELORS

Effective January 1, 2015 through December 31, 2018

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE.....	3
1 NON-DISCRIMINATION.....	4
2 RECOGNITION AND BARGAINING UNIT .....	5
3 RIGHTS OF MANAGEMENT .....	6
4 EMPLOYEE RIGHTS.....	9
5 UNION MEMBERSHIP AND DUES .....	11
6 GRIEVANCE PROCEDURE.....	13
7 WORK STOPPAGES .....	21
8 CLASSIFICATIONS AND RATES OF PAY .....	22
9 WORK OUTSIDE OF CLASSIFICATION .....	26
10 ANNUAL VACATIONS .....	28
11 HOLIDAYS .....	31
12 LEAVES AND VEBA .....	34
13 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE .....	44
14 RETIREMENT .....	47
15 UNION REPRESENTATIVES .....	48
16 SAFETY STANDARDS .....	49
17 HOURS OF WORK AND OVERTIME .....	50
18 BULLETIN BOARDS .....	53
19 GENERAL CONDITIONS.....	54

20	LABOR-MANAGEMENT COMMITTEE .....	59
21	SUBORDINATION OF AGREEMENT .....	61
22	SAVINGS CLAUSE .....	62
23	ENTIRE AGREEMENT .....	63
24	TERM OF AGREEMENT .....	64
	APPENDIX A.....	66

Summary Att 2 – Bill Draft Version of Probation Counselors Agreement  
V1

## AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL #17

## PREAMBLE

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

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

## ARTICLE 1 - NON-DISCRIMINATION

- 1.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental, or physical disability; unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.
- 1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.
- 1.3 The Employer and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the Employer and the Union are committed to promoting policies, programs and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the Employer and the Union agree that the Employer will make a good faith effort to recruit a diverse applicant pool.

## ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

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

### ARTICLE 3 - RIGHTS OF MANAGEMENT

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

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

- A. To recruit, hire, assign, transfer, promote, or lay off employees;
- B. To determine the methods, processes, means, and personnel necessary for providing Court services, including the increase or diminution, or change of operations, the establishing of policies and procedures and revision of same, the determination of work measures and methods, the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;
- C. To set standards of work performance and to evaluate performance annually. When performance issues arise, management will bring such issues to the attention of the employee;
- D. To determine hours of work and work schedules and the location of work assignments and offices;
- E. To determine the amount of job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;
- F. To determine the extent to which any other employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the Municipal Court budget;
- G. To control the Municipal Court budget;



- H. To temporarily assign employees to a specific job or position outside the bargaining unit;
- I. To determine appropriate work out-of-class assignments; and
- J. To determine rules relating to acceptable employee conduct.

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

- 3.2 When a promotional opportunity occurs within the bargaining unit, the Department will send an e-mail to all members of the bargaining unit describing the opportunity, prior to or at the same time the position is advertised to external candidates. The Department will follow the Court's Human Resources Department's hiring guidelines.
- 3.3 If a new or revised evaluation system is to be implemented, the Union shall be provided notice and, if requested, a labor management meeting will be convened to discuss same.
- 3.4 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

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

The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

### 3.5 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired

employee reveals any record of arrest or conviction, the Court will address the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

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

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

#### ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Court, or otherwise violate the Court's Code of Conduct.
- 4.2. The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.
  - 4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 4.3. The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.
- 4.4. The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that the employee may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy solely as a result of seeking and following through with corrective treatment or counseling.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

- A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
- B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
- C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

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

## ARTICLE 5 - UNION MEMBERSHIP AND DUES

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

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

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

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

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

letter to the employee from the Union explaining the employee's obligation under Section 4.3.

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

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

- 5.5 The Employer will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining unit to sign a form with a copy to the Union that will inform them of their bargaining unit status.
- 5.6 On or about May 1 of each calendar year, the Employer will provide the Union with a current listing of all employees within its bargaining unit.

## ARTICLE 6 - GRIEVANCE PROCEDURE

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

Those issues specified as a management right as listed in Article 3 - Rights of Management shall not be a proper subject for the grievance procedure except that allegations of the exercise of those rights in an arbitrary and capricious manner may be processed through Step 3 of the grievance procedure below. Disciplinary actions shall not be a proper subject for the grievance procedure except as provided for in Section 6.7.

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

- 6.1.1 Reclassification grievances shall be processed per Section 6.8.
- 6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next

step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

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

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

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

#### With Mediation

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



shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Director of Probation Services and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

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

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

#### Without Mediation

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

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

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

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

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

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

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

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

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The

Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Director of Probation Services, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

- 6.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 6.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 6.4 and 6.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or the shop steward with the Director of Probation Services within fifteen (15) business days after the employee receives notice of the disciplinary action. The Director of Probation Services shall respond in writing within fifteen (15) business days after receipt of the grievance.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Union may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. The panel shall be convened within fifteen (15) business days after receipt of the request from the Union. If no such request is filed within fifteen (15) business days of the Union's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

- A. A Municipal Court Judge who did not participate in the initiation or approval of the disciplinary action;
- B. The Human Resources Manager of Municipal Court;
- C. The City Director of Labor Relations or his/her designee who shall serve as chairperson;
- D. A panel member designated by the Union.

The panel shall conduct an informal hearing, at which time management and the Union will each have an opportunity to present information related to the discipline/grievance. The Presiding Judge (or his/her designee in the event the Presiding Judge was involved in the incident leading to disciplinary action) may, at the request of the Union, attend the hearing as an observer. The Presiding Judge or his /her designee will not be present during the panel's

deliberative process. The panel will provide its findings and recommendations, which shall include the findings/recommendations of each individual panel member if consensus has not been reached, to the Director of Probation Services, the Court Administrator and the Presiding Municipal Court Judge or his/her designee within twenty (20) business days from the date the hearing was concluded. The Presiding Judge or his/her designee shall notify the Union of his/her final decision within fifteen (15) business days after receipt of the panel's findings and recommendations. If the Presiding Judge was involved in the incident leading to disciplinary action, the Presiding Judge will appoint a designee to make the final decision. The decision shall not be further appealable.

- 6.8 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) calendar days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:
- A. The Director of Labor Relations or designee will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.
  - B. The Director of Labor Relations or designee will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.
  - C. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.
  - D. If the grievance is not resolved, the Union may within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
    - 1. The Union may submit the grievance to binding arbitration per Section 6. 5, Step 4, or

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V1

2. The Union may request the classification determination be reviewed by the Classification Appeals Board consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request arrange a hearing, and when possible convene the hearing within thirty (30) calendar days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) calendar days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Appeals Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.5, Step 4.

## ARTICLE 7 - WORK STOPPAGES

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

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

- 8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the appendix attached hereto and made a part of this Agreement.
- 8.2 Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which includes a 2.0% increase.
- 8.3 Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which includes an increase of 2%.
- 8.4 Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which includes an increase of 2.5%.
- 8.5 Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which includes an increase of 2.75%.
- 8.6 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	\$.65 per hour
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GRAVEYARD SHIFT	\$.90 per hour
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Effective December 30, 2015 an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift.

SWING SHIFT	\$.75 per hour
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GRAVEYARD SHIFT	\$1.00 per hour
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With exception of paid sick leave, the above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave,



etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate.

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

- 8.7
- A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the Employer.
  - B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. Step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months and that such increment does not exceed the top step of the higher salary range.
  - C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.
  - D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the Employer, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the Employer, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph,

time lost by reason of disability for which an employee is compensated by Industrial Insurance or ordinance disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

- E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in Section 6.
- G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to temporary assignments providing pay "over regular salary while so assigned."
  - 1. Hours worked out-of-class shall apply toward salary step placement if the employee is appointed, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
  - 1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  - 2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, that the

employee shall receive not less than the minimum salary of the lower range.

- I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he/she was entitled in his/her former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of Employer service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- J. When a position is reclassified by the Seattle Human Resources Director to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate that shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

## ARTICLE 9 - WORK OUTSIDE OF CLASSIFICATION

- 9.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.
- 9.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 9.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 9.4 When an out of class opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the out of class opportunity. The e-mail will include a deadline by which employees must express their interest in the opportunity. If the out of class assignment is two weeks or less, the opportunity will be offered only to Local 17 members in the Probation Division who either currently work or have previously worked in the specific unit where the out of class opportunity exists.
- 9.5 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.
- 9.6 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit

- jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 9.8 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 9.9 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate shall be final.

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V1

## ARTICLE 10 - ANNUAL VACATIONS

- 10.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 10.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 10.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 10.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering Employer service or the date upon which he/she became eligible and may accumulate a vacation balance that shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 10.5 Employees may, with department approval, use accumulated vacation with pay after completing six months of continuous service or one thousand forty (1,040) hours on regular pay status whichever is earlier.
- 10.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.
- 10.7 The minimum vacation allowance to be taken by an employee shall be in fifteen (15) minute increments.
- 10.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 10.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 10.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

Where the terms of this Section 9.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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V1

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



## ARTICLE 11 - HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

11.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or
2. Are accruing vacation at a rate of .0615

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

11.2 Personal holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as shall be approved.

- 11.3 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 11.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 11.5 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.
- 11.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Probation Services Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:
- A. Use of accumulated compensatory time or vacation time;
  - B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
  - C. Other method approved by the employee's supervisor and the Director of Probation Services. Any such proposed, alternative method must be submitted to the Director of Probation Services for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

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V1

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

ARTICLE 12 – LEAVES AND VEBA

- 12.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- A. Illness or injury that prevents the employee from performing his/her regular duties.
  - B. Disability due to pregnancy and/or childbirth.
  - C. Employee medical or dental appointments.
  - D. Care of an employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  - E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3
  - F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  - G. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - H. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.

- I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

- 12.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 12.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.
  - A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or 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.
  - B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 12.1.H of this Agreement.
  - C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 12.1.I of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

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

B. When off work on a holiday.

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

## 12.5 Prerequisites for Payment

A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.

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

C. Claims to be in 15 Minute Increments: Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. A fraction of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

D. 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.

- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 12.5.F). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. See also Articles 9.5 for sick leave use and rate of pay for out-of-class assignments.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

12.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 6.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 6.5.

12.7 Industrial Injury or Illness:

- A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick

leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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



- E. Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of on the Presiding Judge or designee upon request from the employee. The employee's request shall be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

NOTE. The parties agree that either may reopen for negotiation the terms and conditions of this Section 7.

- 12.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the

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

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

- 12.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 12.10 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.
- 12.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.
- 12.12 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household that necessitates action on the part of the employee. The "household" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children, and parents of the employee.

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

12.13 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours' leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. **In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid," for those furlough days, they will be compensated with the same leave.**

12.14 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

12.15 VEBA - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an

employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire 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. 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.

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-retain employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service 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-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cashout

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V1

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.

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

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

- 13.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans and 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 13.1.1 The City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 13.1.3 Effective January 1, 1999, a Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond with initial funding in the amount of Three Hundred Thousand Dollars (\$300,000). The initial funding shall be in addition to any excess premium revenues or refunds that may become available and that are placed in the Rate Stabilization Fund. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 13.1.4 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 13.1.5 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

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

- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Union of that fact.
- C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

13.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015, for the Base

Summary Att 2 – Bill Draft Version of Probation Counselors Agreement  
V1

Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

- 13.4     Long-term Care - The Employer may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 13.5     If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 13.6     Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.



#### ARTICLE 14 - RETIREMENT

- 14.1 Pursuant to Ordinance 78444 as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 14.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

#### ARTICLE 15 - UNION REPRESENTATIVES

- 15.1 The Executive Director or Union Representative of the Union may, after notifying the Director of Probation Services and Municipal Court Personnel Manager, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, provided same shall not interrupt the Court's operations. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.
- 15.2 The Executive Director and/or representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. Immediately after appointment of its shop steward(s), the Union shall furnish the Director of Probation Services, the Court Personnel Manager, the Court Administrator, and the Director of Labor Relations with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay; provided however, the work of the Court is not interrupted. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from Municipal Court officials or change working conditions.
- 15.3 Any charges by management that indicate that a shop steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Seattle Human Resources Director or a designee for discussions with the Executive Director or designee. The Employer shall have the right to require the Union to refrain from excessive activities, or if

Summary Att 2 – Bill Draft Version of Probation Counselors Agreement  
V1

- after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.
- 15.4 Where allowable and after prior arrangements have been made, the Employer may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Court.

ARTICLE 16 - SAFETY STANDARDS

- 16.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards shall prevail.
- 16.2 At the direction of the Employer, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Safety Program of the Court.
- 16.3 The Employer shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A.
- 16.4 Employee-elected members of the departmental safety committee shall attend such safety committee meetings with no loss in pay.
- 16.5 The City and the Union are committed to maintaining a safe work environment. The City and the Union shall determine and implement mechanisms to improve effective communications between the City and the Union regarding safety and emergency-related information. The City shall communicate emergency plans and procedures to employees and the Union.

## ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 17.2 Employees who are directed, by the Director of Probation Services or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- 17.3 When a work schedule vacancy or absence occurs in the jail in a position with the title of Probation Counselor - Assigned Personal Recognizance, the schedule will be assigned in the following manner:
- A. Permanent Part-time Vacancy - Part-time Probation Counselors -Assigned Personal Recognizance will be given the opportunity to indicate an interest in the vacant work schedule prior to the Department advertising the vacancy. The Director of Probation Services or designee will assign the most senior employee indicating an interest for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services.
  - B. Scheduled Temporary Absence - Part-time Probation Counselors - Assigned Personal Recognizance will be given the opportunity to volunteer to fill in for any scheduled temporary absence. The Director of Probation Services or designee will assign the most senior employee volunteering for that schedule unless the Director or designee provides reason for not doing so in writing. Seniority will be based on the employee's service in Probation Services. If there are no volunteers, the least senior employee will be directed to fill in for the temporary absence; however, discussion among the employees may result in an alternative mutually acceptable plan for covering for the absence.

- C. Unplanned Temporary Absence - When an unplanned absence occurs, and there is not sufficient time to use the process described in 16.3B, the part-time Probation Counselors - Assigned Personal Recognizance will be contacted in their order of seniority, with the most senior being contacted first. If there are no volunteers, the unit supervisor has the right to staff the shift to insure coverage.
- 17.4 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.
- 17.5 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.
- 17.6 A. Meal Reimbursement - When an employee is specifically directed by the Employer to work two (2) hours or longer on the end of his/her normal eight (8) hour work shift or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the Employer with a dated original itemized receipt from the establishment for said meal no later than the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum Six Dollars (\$6.00) in lieu of reimbursement for the meal.
- B. To receive reimbursement for a meal under this provision the following rules shall be adhered to:
1. Said meal must be eaten within two (2) hours after completion of the overtime work. The meal allowance benefit cannot be saved and claims then made for meals consumed at some later date.
  2. In determining "reasonable cost," the following shall also be considered:
    - a. The time period during which the overtime is worked;
    - b. The availability of reasonably priced eating establishments at that time.
  3. The Employer shall not reimburse for the cost of alcoholic beverages.

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

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.6A, 16.6B, and 16.6C; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of Six Dollars (\$6.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

17.7      Subpoena Callback – In the event that all of the following conditions are met, full-time employees will receive a minimum of two hours pay at overtime rates, or an equivalent amount of compensatory time at the employee's option, when the employee appears in court pursuant to a subpoena:

- When a court appearance is being scheduled, the employee notifies the court of his/her regular day off and asks the court to schedule the court appearance for a day other than the employee's regularly-scheduled day off;
- If the employee is not present in court when the date is set, the employee notifies the attorney issuing the subpoena of his/her regular day off and asks the attorney to schedule the court appearance for a day other than the employee's regularly-scheduled day off;
- The employee is subpoenaed to appear in court on his or her regular day off despite these efforts;
- The employee makes a good faith effort to switch his or her day off to accommodate the subpoena, but is unable to do so due to personal commitments or staffing constraints;
- The employee reports to his/her immediate supervisor that all of the above conditions have been met and obtains the supervisor's approval for the overtime/compensatory time; and
- The employee comes to work on his/her day off in response to a subpoena.

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## ARTICLE 18 - BULLETIN BOARDS

- 18.1 The Employer shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices that are political in nature. All material posted shall be officially identified as Professional and Technical Employees. A copy of all material to be posted will be provided to the Probation Services Director and the Court Personnel Manager prior to posting.

## ARTICLE 19 - GENERAL CONDITIONS

- 19.1 Employment Status - Pursuant to City Charter and City ordinance at SMC 4.13, employees of the Municipal Court in the job classifications covered by this agreement are exempt from all provisions of the City Personnel Ordinance cited at SMC 4.04 and the rules of the Seattle Department of Human Resources regarding employment selection, discipline, termination and appeals through the Civil Service Commission. Nothing in this Agreement shall be construed to grant any employment right or benefit to employees in these classifications from which they are exempt by ordinance. Employees shall be appointed and removed at the sole discretion of the Municipal Court.
- 19.2 Personnel Files - Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250. They shall have rights to request removal of documents and to insert rebuttal information when such removal request is denied.
- 19.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. Issues arising out of application of this Municipal Code provision shall not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.
- 19.4 All written policies and procedures addressing working conditions enumerated in this Agreement promulgated by the department shall be furnished to the Union upon request.
- 19.5 Discipline - Disciplinary action will not be taken in an arbitrary and capricious manner. This means that, in making disciplinary decisions, the Court will exercise honest judgment and good faith and will take into account the facts and circumstances involved. If an employee is to be suspended or discharged from employment, he/she shall be given a written statement of the reason for same, and an opportunity to respond.
- 19.6 Transit Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.



- 19.6.1 Flexcar Program - If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- 19.6.2 Public Transportation & Parking - The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- 19.6.3 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 19.7 Alternative Dispute Resolution (ADR) - The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is confidential and entirely voluntary.
- 19.8 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
    - 1. By payroll deductions spread over two pay periods; or
    - 2. By payments from the employee spread over two pay periods.
  - B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

19.9 Ethics and Elections Commission - nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court. In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10 Training and Career Development

A. The City and the Union Agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 19 will:

1. Review and problem-solve training needs for employees;
2. Determine how employees will be notified in a timely manner about training opportunities; and
3. Discuss how employees will have equal access to appropriate and relevant training.

- 19.11 Employee Participation in Contract Negotiations - Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:
1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
  2. No more than an aggregate of one hundred fifty (150) hours of paid time for negotiation sessions resulting in a labor agreement, including any associated overtime costs, authorized under this provision;
  3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- 19.12 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The 2015 reimbursement rate is fifty-seven and a half cents (57 1/2¢) for all miles driven in the course of City business on that day. The cents (¢) per mile mileage reimbursement rate set forth above shall be adjusted up or down to reflect the current rate.
- 19.13 Meal Reimbursement While on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.
- 19.14 When a transfer opportunity becomes available in the bargaining unit, management will send an e-mail to all bargaining unit members describing the transfer opportunity, including a deadline by which employees must express their interest in the opportunity. This does not preclude the Court from transferring employees without sending the e-mail described above when management finds such transfer necessary.
- 19.15 Public Disclosure Request – The City shall promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate,

social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 6, Grievance Procedure.

19.16 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts. For the duration of this contract, the Union may open negotiations on any mandatory subjects associated with the following issues: Telecommuting and alternative work schedules, paid parental leave for elder care, definition of employee relationships for eligibility for sick, bereavement and emergency leaves and upward mobility;
- D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

## ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

20.1 The Employer and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

20.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments. Labor Relations, Local 17 Union Representatives, and employees/stewards from the participating departments.

20.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.

20.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in the Municipal Court. Membership will be made up of management, Labor Relations, Local 17 Union Representatives and employees/stewards.

Note: 19.1.1, 19.1.2, and 19.1.3 may include Union Representatives from other Unions.

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

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

representatives on the Committee. The Co-Chairs of the Coalition will be members of the Leadership Committee.

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

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

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

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ARTICLE 21 - SUBORDINATION OF AGREEMENT

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

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V1

## ARTICLE 22 - SAVINGS CLAUSE

- 22.1 If an article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.
- 22.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations the provisions so affected.



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### ARTICLE 23 - ENTIRE AGREEMENT

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

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V1

#### ARTICLE 24 - TERM OF AGREEMENT

- 24.1 Upon execution by both parties, or January 1, 2015, whichever is later, this Agreement shall become effective and shall remain in effect through December 31, 2018.
- 24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

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

PROFESSIONAL AND TECHNICAL  
EMPLOYEES, LOCAL 17

CITY OF SEATTLE  
Executed under authority of

Ordinance \_\_\_\_\_.

By \_\_\_\_\_  
Joseph L. McGee, Executive Director

By \_\_\_\_\_  
Mayor Edward B. Murray

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Kate Garrow,  
Union Representative

By \_\_\_\_\_  
Presiding Judge Karen Donohue

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

By \_\_\_\_\_  
David Bracilano,  
Director of Labor Relations

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

By \_\_\_\_\_  
Lenae Jones, City Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Bargaining Committee Member

Date \_\_\_\_\_

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## PROFESSIONAL AND TECHNICAL EMPLOYEES

### LOCAL #17, PROBATION COUNSELORS UNIT

#### APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

#### Section 1.Hourly Base Wage Rates as of December 31, 2014:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$31.15	\$32.39	\$33.60	\$34.91	\$36.33
Probation Counselor I	\$32.97	\$34.27	\$35.62	\$37.04	\$38.51
Probation Counselor II	\$35.15	\$36.52	\$38.07	\$39.43	\$40.87

#### Section 2.Hourly Base Wage Rates as of December 30, 2015:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$31.77	\$33.04	\$34.27	\$35.61	\$37.06
Probation Counselor I	\$33.63	\$34.96	\$36.33	\$37.78	\$39.28
Probation Counselor II	\$35.85	\$37.25	\$38.83	\$40.22	\$41.69

#### Section 3.Hourly Base Wage Rates as of December 28, 2016:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$32.56	\$33.87	\$35.13	\$36.50	\$37.99
Probation Counselor I	\$34.47	\$35.83	\$37.24	\$38.72	\$40.26
Probation Counselor II	\$36.75	\$38.18	\$39.80	\$41.23	\$42.73

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V1

Section 4. Hourly Base Wage Rates as of December 27, 2017:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Probation Counselor - Assigned Personal Recognizance	\$33.46	\$34.80	\$36.10	\$37.50	\$39.03
Probation Counselor I	\$35.42	\$36.82	\$38.26	\$39.78	\$41.37
Probation Counselor II	\$37.76	\$39.23	\$40.89	\$42.36	\$43.91

AGREEMENT  
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS’ GUILD

Effective January 1, 2015 through December 31, 2018

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE.....	2
1 NON-DISCRIMINATION .....	3
2 RECOGNITION AND BARGAINING UNIT.....	4
3 RIGHTS OF MANAGEMENT .....	9
4 GUILD MEMBERSHIP AND DUES .....	11
5 GRIEVANCE PROCEDURE .....	12
6 WORK STOPPAGES.....	18
7 CLASSIFICATION AND RATES OF PAY .....	19
8 WORK OUTSIDE OF CLASSIFICATION.....	20
9 ANNUAL VACATIONS .....	22
10 HOLIDAYS .....	24
11 LEAVES AND VEBA .....	27
12 HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE .....	35
13 RETIREMENT .....	38
14 HOURS OF WORK AND OVERTIME .....	39
15 GENERAL CONDITIONS.....	41
16. ....	TEMPORARY
17 SUBORDINATION OF AGREEMENT.....	53
18 SAVINGS CLAUSE.....	54
19 ENTIRE AGREEMENT .....	55
20 TERM OF AGREEMENT .....	56

APPENDIX A..... 58



## AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

## PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE/MUNICIPAL COURT (hereinafter called the Employer) and SEATTLE MUNICIPAL COURT MARSHALS' GUILD (hereinafter called the Guild) for the purpose of setting forth the mutual understanding of the parties regarding wages and other conditions of employment of those employees in classifications for whom the Employer has recognized the Guild as the exclusive collective bargaining representative.

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

## **ARTICLE 1 -- NON-DISCRIMINATION**

- 1.1 Neither the Employer nor the Guild will unlawfully discriminate against any employees with respect to compensation or terms and conditions of employment because of race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, Association membership, or the presence of any disability, unless based on a bona fide occupational qualification reasonably necessary to the normal performance of duties.

**ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT**

- 2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission shall be binding upon the parties.
- 2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.
- 2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.

### **ARTICLE 3 -- RIGHTS OF MANAGEMENT**

- 3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.
- 3.2 Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Municipal Court at its discretion. A nonexclusive listing or examples of such rights include the right:
- A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;
  - B. To determine the methods, processes, means and personnel necessary for providing services of the Municipal Court, including the increase or diminution or change of operations, the introduction of any new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs;
  - C. The right to set standards of work performance and to evaluate performance;
  - D. To determine hours of work, work schedules and the location of work assignments and offices;
  - E. 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 Municipal Court Administrator, and the determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the Municipal Court Administrator to contract out work under this provision, the Guild shall be notified. The Municipal Court Administrator shall make available to the Guild 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 Guild may grieve contracting out for work as described above, if such contract involves work normally performed by employees covered by this Agreement.

- F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.
  - G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;
  - H. To control the Municipal Court budget;
  - I. To determine rules relating to acceptable employee conduct;
  - J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;
  - K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;
  - L. To conduct inspections to insure employees report for duty in a full and presentable uniform.
- 3.3 The employer reserves the right to take whatever actions is necessary in emergencies to assure the proper functioning of the Municipal Court.

#### **ARTICLE 4 -- GUILD MEMBERSHIP AND DUES**

- 4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members of the Guild within thirty (30) calendar days following the effective date of this Agreement and shall remain members in good standing (as defined in the Guild’s Constitution and By-laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.
- 4.2 It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after the effective date of this Agreement shall, within thirty (30) calendar days following such appointment, become and remain members in good standing in the Guild or pay an agency fee to the extent allowed by law.
- 4.3 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 Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. If the employee and the Guild can not agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. Said contribution shall be deposited into a special interest-bearing account by the Guild and, at the end of the fiscal year, donated to the charity.
- 4.3.1 The records concerning the special charitable contributions by Right of Non-Association Members shall be available for inspection by the Court and by the contributors to the special account, upon reasonable notice.
- 4.4 The Employer will 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 Guild, or service fees in lieu of dues, as certified by the Secretary of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.
- 4.5 The Employer will give new employees a union security notice form on which they will acknowledge their bargaining unit status. A copy of the signed form will be sent to the Guild.
- 4.6 The Guild will indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City, on account of actions taken by the City to comply with the provisions of this Article.

## **ARTICLE 5 -- GRIEVANCE PROCEDURE**

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

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

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

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

- 5.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be free from coercion, discrimination, or reprisal in seeking adjudication of their grievance.
- 5.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal Employer working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal Employer working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the Employer representative convening the meeting.
- 5.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Guild to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in

this Article shall allow the Guild and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step, except that employees may not process a grievance beyond Step 3.

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

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

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

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

#### With Mediation

At the time the aggrieved employee and/or the Guild submits the grievance to the Court Administrator, the Guild President or his/her designee or the aggrieved employee or the Court Administrator 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 Guild President or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Guild President or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend



with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Guild. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the Court Administrator and the Guild President or his/her designee shall be so informed by the ADR Coordinator.

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

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

#### Without Mediation

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

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

Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

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

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

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

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

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

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The

Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated
- B. Nature of the alleged violation
- C. Remedy sought

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration including those matters specifically excluded from this grievance and arbitration procedure.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

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

5.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

Step 1 - A discipline grievance shall be filed in writing by the grieving employee and/or shop steward with the Chief Marshal, who shall respond to the grievance in writing within fifteen (15) business days. The response shall be mailed to the Guild with a copy given to the employee.

Step 2 - If the response provided in Step 1 does not resolve the grievance, the Guild may forward the grievance to the Director of Labor Relations with a copy to the Court Administrator within fifteen (15) business days after receipt of the Step 1 response and request a disciplinary review panel be convened to hear the grievance. If no such request is filed within fifteen (15) business days of the Guild's receipt of the response in Step 1, the grievance shall be considered resolved.

The disciplinary review panel shall consist of:

- A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;
- B. The City’s Director of Labor Relations or his/her designee who shall serve as chairperson;
- C. A panel member designated by the Guild;
- D. The Human Resources Manager of the Court.

The panel shall conduct an informal hearing and provide its findings and recommendations to the Court Administrator and the Presiding Municipal Court Judge within twenty (20) business days from the date the hearing was concluded. The panel will use Daugherty’s seven tests of just cause as a standard to determine if the disciplinary action is firmly and fairly grounded. The Presiding Judge shall make the final decision concerning the disciplinary action, which decision shall not be further appealable.

## **ARTICLE 6 -- WORK STOPPAGES**

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

**ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY**

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in “Appendix A” attached hereto and made a part of this Agreement.
- 7.2 Effective December 31, 2014, rates of pay shall be according to Appendix A, Section 1 which reflects a 2.0% increase and a 3.5% wage adjustment.
- 7.3 Effective December 30, 2015, rates of pay shall be according to Appendix A, Section 2 which reflects an increase of 2.0%.
- 7.4 Effective December 28, 2016, rates of pay shall be according to Appendix A, Section 3 which reflects an increase of 2.5%
- 7.5 Effective December 27, 2017, rates of pay shall be according to Appendix A, Section 4 which reflects an increase of 2.75%.
- 7.6 An employee, upon first appointment or assignment, shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment other than the prescribed step may be authorized by the Court Administrator or designee. The Union shall be notified whenever an employee covered by this Agreement is paid at “*other than the prescribed step*” as described above.

## **ARTICLE 8 -- WORK OUTSIDE OF CLASSIFICATION**

- 8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.
- 8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.
- 8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.
- 8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification. Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.
- 8.5 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-

- of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 8.6 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across Union jurisdictional lines, with no change to his/her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 8.7 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 8.8 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 the Presiding Judge or designee for retroactive payment of out-of-class pay. The decision of the Presiding Judge or designee as to whether the duties were performed and whether performance thereof was appropriate shall be final.



**ARTICLE 9 -- ANNUAL VACATIONS**

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the Employer, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 9.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

- 9.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 9.6 In the event that the Employer cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by the Presiding Judge or designee. A notice describing the circumstances and reasons leading to the need for the extension will be filed with the Seattle Human Resources Director. No extension of this grace period will be allowed.
- 9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the Presiding Judge or designee.
- 9.8 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.9 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.
- 9.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.
- 9.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority based vacation scheduling system which will be developed by September 30, 1999, and described in a Letter of Agreement.

## **ARTICLE 10 -- HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	December 25
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

Whenever any holiday enumerated above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday enumerated above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 10.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 10.3 shall be made only once per affected employee for any one holiday.

10.2 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (article 10.2) or
2. Are accruing vacation at a rate of .0615

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

- 10.3 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the Presiding Judge or designee, such lesser fraction of a day as shall be approved. Use of the Personal Holiday shall be requested in writing.
- 10.4 Employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.
- 10.5 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.
- 10.6 A regular part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holidays falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.
- 10.7 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:
- A. Use of accumulated compensatory time or vacation time;
  - B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or
  - C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

If the day of the holiday observance falls on the employee's normally scheduled day off, the employee shall arrange, with the approval of his/her supervisor, an alternate day off the week of the holiday.

## **ARTICLE 11 -- LEAVES AND VEBA**

- 11.1 Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering Employer service shall not be entitled to sick leave with pay during the first thirty (30) days of employment, but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- A. Illness or injury that prevents the employee from performing his/her regular duties.
  - B. Disability due to pregnancy and/or childbirth.
  - C. Employee medical or dental appointments.
  - D. Care of an employee’s spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by the Family Care Act, Chapter 296-130 W.A.C., and/or as defined and provided for by City Ordinance as cited at SMC 4.24.
  - E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3.
  - F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
  - G. Employee absence from a worksite that has been closed by order of public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - H. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material.
  - I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

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

- 11.2 Change in position or transfer to another Municipal Court or City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 11.3 Compensation for the first four (4) days of absence shall be paid upon approval of the Presiding Judge or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as determined by the Presiding Judge or designee shall see fit to have made.
- A. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Presiding Judge or 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.
  - B. Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 11.1.H of this agreement.
  - C. An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 11.1.I of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).
- 11.4 Conditions Not Covered - Employees shall not be eligible for sick leave:
- A. When suspended or on leave without pay and when laid off or on other non-pay status.
  - B. When off work on a holiday.

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

#### 11.5 Prerequisites for Payment

- A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.
- B. Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, he/she shall notify his/her department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- C. 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.
- E. Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Article 11.5.F). See also Article 8.4 for sick leave use and rate of pay for out-of-class assignments.
- F. Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid leave for scheduled mandatory overtime shifts missed due



to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

11.6 Sick Leave Transfer Program - Employees may donate and/or receive sick leave in accord with the terms and conditions of the Employer's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article 5 of this Agreement through Step 3 of Section 5.5. Grievances over sick leave transfer program disputes shall not be subject to Step 4 (Arbitration) of Section 5.5.

11.7 Industrial Injury or Illness:

- A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

- C. In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Court 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 the Court concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- E. Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of the Presiding Judge or designee upon request from the employee. The employee's request shall be supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.
- G. Any employee eligible for the benefits provided by this Ordinance whose disability prevents him/her from performing his/her regular duties but, in the judgment of his/her physician could perform duties of a less strenuous

nature, shall be employed at his/her normal rate of pay in such other suitable duties as the Presiding Judge or designee shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.
- I. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- J. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

- 11.8 Bereavement/Funeral Leave - Employees covered by this Agreement shall be allowed one day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, stepmother, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child or grandchild of the employee or spouse.

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

- 11.9 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

- 11.10     Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.
- 11.11     Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.
- 11.12     Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty hours’ leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carryover to the following year. Employees must be in a regular or benefit eligible temporary status in order to receive this benefit. **In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently “paid,” for those furlough days, they will be compensated with the same leave.**
- 11.13     Pay for Deployed Military
- A. 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.
- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

- 11.12 **VEBA** - Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire 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. 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.

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-retain employees, the City shall create a list of members who are in the City’s HRIS system at age 45 or older and provide this list to the union so that the union can administer the vote.

1. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service 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-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire

from City service 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.

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

- 12.1 Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans and, 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 2015, 2016, 2017 and 2018, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in Section 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.1 The City shall pay up to one hundred seven percent (107%) of the average City’s cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.2 A Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.
- 12.1.3 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).12.2 Life Insurance - The Employer shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the Employer shall pay forty percent (40%) of the monthly premium at a premium rate established by the Employer and the carrier. Premium rebates received by the Employer from the voluntary Group Term Life Insurance option shall be administered as follows:

- A. Future premium rebates shall be divided so that forty percent (40%) can be used by the Employer to pay for the Employer's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 12.2 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the Employer shall notify the Guild of that fact.
- C. The Employer will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

12.3 Long-Term Disability - The Employer will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer will pay the full monthly premium cost of a Base Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollars (\$667) base monthly wage. Employees may purchase, through payroll deduction, an optional Buy-Up Plan with a ninety (90)-day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015, for the Base Plan, but not to exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within this Section.

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

12.5 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the



parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

**ARTICLE 13 -- RETIREMENT**

- 13.1 Pursuant to Ordinance 78444 as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.
- 13.2 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

**ARTICLE 14 -- HOURS OF WORK AND OVERTIME**

- 14.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.
- 14.2 All hours performed in excess of a regular, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.
- In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee shall be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.
- 14.3 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.
- 14.4 When a regular full-time vacancy occurs in the Marshals' Unit, regular part-time employees shall be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position all bargaining unit employees who apply for the position will be guaranteed an initial interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.
- 14.5 Employees working at least an eight (8) hour day shall be allowed a fifteen (15) minute rest period during each half of their work day. Employees working at least four (4) hours but less than eight (8) hours in a work day shall be allowed one fifteen (15) minute rest period during the work day.

- 14.6 Employees working at least an eight (8) hour day shall be allowed an unpaid meal period of not less than thirty (30) minutes.

## **ARTICLE 15 -- GENERAL CONDITIONS**

- 15.1 Correction of Payroll Errors – In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods, and upon written notice an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
  - B. By payroll deductions spread over two pay periods; or
  - C. by payments from the employee spread over two pay periods.
  - D. 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.
  - E. If an employee separates from the Employer’s service before an overpayment is repaid, any remaining amount due the Employer will be deducted from his/her final paycheck(s).
  - F. By other means as may be mutually agreed between the Employer and the employee. The Guild representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 15.2 The Employer and Guild agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Guild shall be permitted to designate members and/or stewards to assist its Guild Representative in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Guild and management.
- 15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall

not be a proper subject for the grievance procedure herein, but may be submitted for review by the Employer in its normal process for such review.

- 15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars (\$500) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Twenty-five Dollars (\$325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Effective January 1, 2016, the Employer will provide Five Hundred Twenty Dollars (\$520) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Forty-five Dollars (\$345) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Effective January 1, 2017, the Employer will provide Five Hundred Forty Dollars (\$540) as a uniform allowance to be paid on the employee’s anniversary date. New employees will be provided Three Hundred Sixty-five Dollars (\$365) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars (\$150).

Each new employee, on a one–time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.

- 15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars (\$2,480) will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement shall not carry forward beyond the expiration date of the current Agreement. Thereafter, Twenty-four Dollars (\$24.00) per employee per year shall be added to the fund. Such fund shall be administered by a labor-management committee for unbudgeted training, equipment and/or other job related needs.
- 15.6 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 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing an employee access to such files.
- 15.7 Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having

employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part of the Union’s bargaining team during the respective employee’s work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

15.8 Transit Passes – The City shall provide transit passes consistent with SMC 4.20.370.

#### 15.9 Employee Parking

- A. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- B. The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- C. In exchange for all of the foregoing, the parties to this Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in

circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

#### 15.10 Safety Standards

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

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

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

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

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

#### 15.11 Ethical Standards for Court Employees:

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

#### 15.12 Criminal Background Investigations:

In accordance with past practice, the Court will conduct background checks upon hiring of all employees. Employment will be contingent on the results of such background check. If the background investigation on any newly hired employee reveals any record of arrest or conviction, the Court will address



the matter in accordance with established Court policy and Criminal Justice Information System (CJIS) requirements.

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

15.13 The Union and the City agree to the following:

- A. For the duration of this agreement, the City agrees to a re-opener to discuss the City’s compensation philosophy and methods and processes associated with determining wage adjustments, including the City’s interest in total compensation;
- B. A re-opener on impacts associated with the Affordable Care Act;
- C. For the duration of the agreement, the Coalition agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- D. For the duration of the agreement, the Coalition agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City’s criminal background check policy.

## ARTICLE 16 – TEMPORARY EMPLOYMENT

16.1 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:

- 16.1.1 An interim assignment(s) of up to one year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- 16.1.2. An interim assignment for short-term replacement of a regular employee of up to one year when the incumbent is temporarily absent; or
- 16.1.3 A short-term assignment of up to one 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
- 16.1.4 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
- 16.1.5. A term-limited assignment for a period of more than one but less than three 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.
- 16.2 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:
  - 16.2.1 Interim and short-term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker;
  - 16.2.2 Term-limited assignments starting with the first day and for the duration of the assignment; or,
  - 16.2.3 Any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.
- 16.3 Temporary employees shall be exempt from all provisions of this Agreement except Article 16, Temporary Employment; Article 4; Section 14.2; and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 6.

16.3.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the 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 Personnel Rule 11.

16.3.2 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.

16.3.2.1 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 16.3.8. 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.

16.3.2.2 The premium pay in Section 16.3.2 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.

- 16.3.2.3 Cumulative sick leave with pay computed at the rate of 0.033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.
- 16.3.3 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 (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. 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 and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.
- 16.3.4 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 (1 1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1 1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.
- 16.3.5 Non-Benefits-Eligible Temporary Employee Unpaid Leave - A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked

eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the Court. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 16.3.7.

- 16.3.6 Premium pay set forth within Section 16.3.2 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 16.3.2.2, 16.3.3, and 16.3.4.
- 16.3.7 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 16.3.2 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 16.3.2 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 16.3.2 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 16.3.2 where it has already been doing so and it may in such cases reduce the minimum paid to the affected employees by the applicable percentage.
- 16.3.8 The premium pay provisions set forth within Section 16.3.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or

26 pay periods), it shall be presumed that the employees break in service was voluntary.

- 16.3.9 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 permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 16.3.2 or solely to avoid considering creation of permanent positions.
- 16.3.9.1 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 weeks for the purpose of discussing the status of filling the vacant position prior to one year.
- 16.3.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

## **ARTICLE 17 -- SUBORDINATION OF AGREEMENT**

- 17.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City

Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

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

## **ARTICLE 18 -- SAVINGS CLAUSE**

- 18.1 If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.
- 18.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.



**ARTICLE 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 -- TERM OF AGREEMENT**

- 20.1      Upon execution by both parties, this Agreement shall become effective and shall remain in effect through December 31, 2018.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SEATTLE MUNICIPAL COURT  
MARSHALS’ GUILD

CITY OF SEATTLE  
Executed under authority of  
Ordinance \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
Mayor Edward B. Murray

By \_\_\_\_\_

By \_\_\_\_\_  
Presiding Judge Karen Donohue

By \_\_\_\_\_

By \_\_\_\_\_  
City Representative Lenee Jones

## SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

The classifications and corresponding rates of pay covered by this Agreement are as follows:

Section 1. Hourly Base Wages as of December 31, 2014:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$27.89	\$29.06	\$30.21	\$31.35	\$32.56	\$33.84
Municipal Court Marshal, Sr.	\$32.56	\$33.84	\$35.18	\$36.56	\$38.04	

Section 2. Hourly Base Wage Rates as of December 30, 2015:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$28.45	\$29.64	\$30.81	\$31.98	\$33.21	\$34.52
Municipal Court Marshal, Sr.	\$33.21	\$34.52	\$35.88	\$37.29	\$38.80	

Section 3. Hourly Base Wage Rates as of December 28, 2016:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$29.16	\$30.38	\$31.58	\$32.78	\$34.04	\$35.38
Municipal Court Marshal, Sr.	\$34.04	\$35.38	\$36.78	\$38.22	\$39.77	

Section 4. Hourly Base Wage Rates as of December 27, 2017:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Municipal Court Marshal	\$29.96	\$31.22	\$32.45	\$33.68	\$34.98	\$36.35
Municipal Court Marshal, Sr.	\$34.98	\$36.35	\$37.79	\$39.27	\$40.86	

Summary Att 4 – Bill Draft Version of Local 32 Agreement  
V1

AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATTLE  
AND  
UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING & PIPE FITTING INDUSTRY  
LOCAL 32

Effective January 1, 2015, through December 31, 2018

TABLE OF CONTENTS

	Page
PREAMBLE	ii
ARTICLE 1 – NON-DISCRIMINATION.....	1
ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT.....	2
ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES .....	9
ARTICLE 4 – UNION MEMBERSHIP AND DUES .....	10
ARTICLE 5 – GRIEVANCE PROCEDURE.....	12
ARTICLE 6 – WORK STOPPAGE .....	18
ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY .....	19
ARTICLE 8 – ANNUAL VACATIONS.....	20
ARTICLE 9 – HOLIDAYS .....	22
ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES.....	24
ARTICLE 11 – RETIREMENT .....	29
ARTICLE 12 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE.....	31
ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS .....	33
ARTICLE 14 – UNION REPRESENTATIVES .....	35
ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION .....	37
ARTICLE 16 – SAFETY STANDARDS .....	40
ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD.....	41
ARTICLE 18 – HOURS OF WORK AND OVERTIME .....	45
ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL.....	53
ARTICLE 20 – GENERAL CONDITIONS.....	58
ARTICLE 21 – APPRENTICESHIP .....	63
ARTICLE 22 – RIGHTS OF MANAGEMENT .....	64
ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE .....	65
ARTICLE 24 – ENTIRE AGREEMENT.....	66
ARTICLE 25 – SUBORDINATION OF AGREEMENT .....	67
ARTICLE 26 – SAVINGS CLAUSE.....	68
ARTICLE 27 – TERM OF AGREEMENT.....	69
APPENDIX A.....	71
APPENDIX B .....	79

Summary Att 4 – Bill Draft Version of Local 32 Agreement  
V1

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.



ARTICLE 1 – NON-DISCRIMINATION

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

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

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND  
TEMPORARY EMPLOYMENT

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

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

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

2.1.3 The term "apprentice" shall be defined as an employee whose terms and conditions of employment are set forth in an "agreement of apprenticeship" which terms shall govern when they conflict with any terms and conditions herein. Apprenticeship programs are authorized by RCW 49.04 and Seattle Municipal Code Section 4.04.200 B which designates a Joint Advisory Apprenticeship Committee to administer such programs. At the time of the signing of this Agreement, the applicable apprentice title is Water Pipe Worker Apprentice. Other apprentice titles will be included within this definition as they are adopted by the Joint Advisory Committee, approved by the state, adopted by the City Council, and incorporated into this Agreement by an amending Memorandum of Understanding.

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

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

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

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

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

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

2.1.8 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.

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

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.1.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 18.1.4; 18.1.4.1; 18.1.4.2; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 5.

2.2.1 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 Personnel Rule 11.

2.2.1.1 Cumulative sick leave with pay computed at the rate of .033 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

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

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

2.2.2.1 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 2.2.8. 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.

2.2.2.2 The premium pay in Section 2.2.2 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.

2.2.3 Medical and Dental 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, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums; or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as a temporary employee. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference or self-pay the insurance premium for up to three (3) consecutive months.

2.2.4 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.

2.2.4.1 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 Article 9.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.
3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 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 2.2.2.2; 2.2.3; and 2.2.4.

2.2.7 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 2.2.2 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 2.2.2 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 2.2.2 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 2.2.2 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.

2.2.8 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 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 permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2 or solely to avoid considering creation of permanent positions.

2.2.9.1 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.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

2.2.11 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.

2.3 The City participates in programs or may establish programs that result in individuals performing work for the City that would otherwise be performed by employees in positions covered by this Bargaining Agreement. Such programs have included and may include: youth training and employment programs; federal Comprehensive Employment and Training Act (CETA) or similar program; "Project Hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court-ordered community service; volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this Agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this Agreement under this Section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly-assigned position. The City will furnish the Union a copy of such training plan(s) prior to implementation if they affect bargaining unit employees.



### ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES

3.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

3.1.1 Interdepartmental Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 32 Union Representatives, and employees/stewards from the participating departments.

3.1.2 Intradepartmental Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards. This committee will also be the vehicle that charts Employee Involvement Committees.

3.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards.

Note: 3.1.1, 3.1.2, and 3.1.3 may include Union Representatives from other Unions.

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

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

#### ARTICLE 4 – UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1975, 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 contribute an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned into a bargaining unit job title or position covered by this Agreement on or after January 1, 1975, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay to the Union 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 an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members.

4.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

4.1.2 A temporary employee shall, after having worked one hundred seventy-four 174 straight-time hours, pay to the Union in lieu of the Union membership requirement of Article 4 a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees for each one hundred seventy-four (174) straight-time hours worked thereafter within the bargaining unit.

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

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
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involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

4.3.1 The performance of this function shall be recognized as a service to the Union by the City.

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

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.1.1 Reclassification grievances shall be processed per Section 5.12.

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

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

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

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

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

5.7 A grievance shall be processed in accordance with the following procedures:

5.7.1 Step 1: The grievance shall be reduced to written form which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative or employee shall forward the written grievance to the management supervisor and the Union representative within twenty (20) business days after the alleged contract violation. The management supervisor 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 and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The management

supervisor shall give a written answer to the Union within ten (10) business days after the grievance meeting.

5.7.2 Step 2: If the grievance is not resolved as provided in Step 1 above, the Union representative or employee shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations and the Union representative within ten (10) business days after the Step 1 answer.

With Mediation:

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

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

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

Without Mediation:

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

5.7.3      Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Section 5.2, the Union representative or employee shall forward the written grievance defined in the same manner as provided in Step 1, within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

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

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

5.7.4      Step 4: If the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. Such reference to arbitration shall be made within thirty (20) business days after the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) that the arbitrator is being asked to decide;
- D. Remedy sought.

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

5.8 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 the process of adjustment or arbitration.

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

5.9.1 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.

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

5.9.3 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

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

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

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential

consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.9.3.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
  1. The Union may submit the grievance to binding arbitration per Section 5.7.4 (Step 4); or
  2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle



Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 5.7.4 (Step 4).

## ARTICLE 6 – WORK STOPPAGE

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

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

6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.

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

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

6.2.4 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 in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY

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

7.2 The rates of pay in Section 1.1 of Appendices A and B include a wage increase of two percent (2%), effective December 31, 2014.

7.3 Effective December 30, 2015, base wage rates shall be increased by two percent (2%), as enumerated in Section 1.2 of Appendices A and B.

7.4 Effective December 28, 2016, base wage rates shall be increased by two point five percent (2.5%), as enumerated in Section 1.3 of Appendices A and B.

7.5 Effective December 27, 2017, base wage rates shall be increased by two point seven five percent (2.75%), as enumerated in Section 1.4 of Appendices A and B.

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

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

ARTICLE 8 – ANNUAL VACATIONS

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

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

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

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

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

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

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative.

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

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

8.9 Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

Where the terms of this Section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Seattle Public Utilities Distribution Section of Water Operations will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water Operations Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

ARTICLE 9 – HOLIDAYS

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

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

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

9.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 8.3)

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January on the following year.

9.1.2 A part-time employee shall receive paid holiday time off (or time 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 covered by this Agreement. 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.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of thirty (30) calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay; and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

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

9.4.1 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 9.3 of this Article for time worked on that day.

ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES

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

- A. Illness or injury that prevents the employee from performing his/her regular duties;
- B. Disability of the employee due to pregnancy and/or childbirth;
- C. Medical or dental appointments for the employee;
- D. Care of employee's spouse or domestic partner, or the parent, sibling, dependent or adult child or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required of the City by state law and/or as defined and provided for by City of Seattle ordinance cited at SMC 4.24;
- E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3;
- F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.
- G. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
- H. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
- I. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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



10.1.2 Unlimited sick leave credit may be accumulated.

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

10.1.4 Change in position or transfer to another City department shall not result in 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.

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

10.1.5.1 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four (4) days for reasons authorized in Section 10.1(H) of this Agreement.

10.1.5.2 An appointing authority or designated management representative may require that a request for paid sick leave to cover absences greater than four (4) days for reasons set forth under Section 10.1(I) of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for an eligible reason as set forth in RCW 49.76.030. An employee may satisfy such request by providing documentation as set forth in RCW 49.76.040(4).

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

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

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

10.1.7.1 Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

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

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

10.1.7.4 Claims to be in 15 minute increments: Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. Fractions of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

10.1.7.5 Limitations Of Claims: All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/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.

10.1.8 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 10.1.9). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave.

10.1.9 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 10.1. Payment for the missed shifts shall be at the employee's regular

straight-time rate of pay. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

10.2 Bereavement/Funeral Leave: Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, that the appointing authority may, when circumstances require and upon application stating the reasons therefor, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the appointing authority may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, father, brother, sister, grandchild, grandfather, grandmother of the employee or spouse; and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother, sister, child, or grandchild of the employee or spouse.

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

10.3 Emergency Day: 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 appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

- A. The employee's spouse, child, parent or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two (2) separate instances but no more than eight (8) hours shall be allowed in any Agreement year.

10.4 Wellness Incentive Plan: Employees within the bargaining unit 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 benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use, except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

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

10.6      Paid Parental Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

10.7      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.

10.7.1      A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

10.8      Employees who furloughed in 2010 shall be granted the equivalent number of hours furloughed to be used as paid leave. The employee shall receive half the allotted hours in 2016 and half in 2017. In no case shall an employee receive more than eighty (80) hours. Employees shall use such leave in full-day increments to the extent possible. The hours must be used in the year in which they are granted; there will be no carryover of hours to the following year. Employees must be in a regular or benefits-eligible temporary status in order to receive this benefit. **In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently “paid,” for those furlough days, they will be compensated with the same leave.**

## ARTICLE 11 – RETIREMENT

11.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).

11.1.1 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

11.2 Employees who are eligible to retire 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 . 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 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 from City service shall either:
  - a. place their sick leave cashout at thirty-five percent (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 from City service 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 thirty-five percent (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 twenty-five percent (25%) and receive the dollars as cash on their final paycheck.
  
- B. Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at twenty-five percent (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 twenty-five percent (25%) in accordance with the sabbatical benefit.

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

12.1 The City shall provide medical, dental and vision plans (Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

12.1.1 For calendar years 2015, 2016, 2017 and 2018 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

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

12.2 Long Term Disability: The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) 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 of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.2.1 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 this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.2.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 12.2.

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

12.3.1      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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

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

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

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



ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS

13.1 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.

13.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized 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 13.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.1.

13.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or his/her designee with the advice of such employee's appointing authority 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.

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

13.1.4 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.

13.2 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 13.1.

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

13.4 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

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

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

ARTICLE 14 – UNION REPRESENTATIVES

14.1 Union Visitation: The Union Representative of the Union party to this Agreement and/or the duly authorized representative 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 the 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 employee and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

14.2 The Union may appoint a Shop Steward in the various City departments affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Union shall furnish the City Labor Relations Office and the affected department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and 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. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time, at the discretion of the City, to perform these duties during regular working hours without suffering a loss in pay. Under no circumstances shall shop stewards countermand orders of or direction from City officials, or change working conditions.

14.2.1 Shop Stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

14.2.2 If a normal shift or work assignment rotation will result in the transfer of a Union Shop Steward to another shift or work location (reporting headquarters), the Union and Shop Steward will be given a notice of at least two weeks (no less than fourteen (14) calendar days). Upon the request of the Union Business Representative, the affected management Director shall meet to discuss the transfer.

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

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

ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager, or director directly above the position that is being filled out of class, who has budget management authority of the work unit as determined by the appointing authority. 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. Upon request by the Union, the City shall provide documentation of a Washington State journey-level plumber's license for those employees who are currently assigned to work out of class in the Plumber job classification. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six- (6) month period may be exceeded under the following circumstances: (1) 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; (4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum. When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

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

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

15.1.4 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

15.1.5 Hours worked out-of-class that were properly paid per this Article, shall apply toward salary step placement if the employee is appointed or their position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

15.2 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 and belong to the Union he always belonged to. 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.

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

15.3 Seattle Public Utilities personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

15.4 Water Pipe Workers who do not meet the minimum qualifications for Senior Water Pipe Worker, when assigned responsibility for a crew and crew vehicle, shall be paid out-of-class pay at the Senior Water Pipe Worker rate.

15.4.1 No out-of-class compensation shall be paid for operating a crew vehicle as a means of transporting personnel to and from a job location only.

15.4.2 All out-of-class pay in this Section shall be subject to the provisions of Section 15.1.

15.4.3 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will

be compensated for vacation, and holidays at the rate of the assigned higher classification.

Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment, or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.

ARTICLE 16 – SAFETY STANDARDS

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



ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

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

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

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

- A. a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or,
- B. rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

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

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

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

17.2.1 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.

17.2.2 An employee shall attain regular employee status after having completed his/her probationary period unless the individual is dismissed under provisions of Section 17.3.

17.3 Probationary Period/Dismissal: An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior to the

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

17.3.1 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.

17.4 Trial Service Period: 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.

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

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

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

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

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

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

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

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

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

17.5 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 Seattle Human Resources 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 Seattle Human Resources Director, require that a twelve- (12) month trial service period be served in that department.

17.5.1 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.

17.5.2 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.

17.5.3 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.

17.6 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

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

## ARTICLE 18 – HOURS OF WORK AND OVERTIME

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

18.1.1 Breaks and Meal Periods: During a normal work shift of up to twelve (12) hours, an employee will be allowed one fifteen (15)-minute paid break in each half of the shift. Employees shall be allowed a one half (½)-hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten (10) to twelve (12) hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid one-half (½)-hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one-half (½)-hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted one-half (½)-hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one (1) other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 18.1.1, 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.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. Two (2) days' advance notice shall be afforded the Union and employees covered by this Agreement when shift changes are required by their supervisor.

18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate

of two (2) times the employee's regular straight time rate of pay or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.

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.

Notwithstanding the other Sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions as expressed in this Article.

18.1.4.1 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.

18.1.5 Crew Chiefs Unit: Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight-time rate of pay.

18.1.5.1 Crew Chiefs Unit: Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call-out basis, involving field duties related to Seattle Public Utilities or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight-time rate of pay.

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

Example:

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

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

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

Compensatory Time Benefit:

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

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Seattle Public Utilities, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

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

18.1.8 Seattle Public Utilities: In extended emergency situations, without prior notice, the Utility will switch to two (2) twelve (12) hour shifts until the emergency is resolved. Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of switching to two twelve hour shifts.

18.1.9 Meal Reimbursement: Full time employees shall be eligible for a meal reimbursement benefit when directed to work two or more hours of unscheduled overtime, or ten or more hours of overtime on a scheduled basis. For the purposes of meal reimbursement only, *scheduled overtime* is any period of overtime work where the date, start time and stop time are communicated to the affected employee 12 or more hours in advance of the scheduled start time, and where such a notified employee has had at least 8 hours off work, prior to the start of the scheduled overtime.

- A. Unscheduled Overtime: After a full time employee has worked two hours of unscheduled overtime, he or she shall be eligible for a meal reimbursement benefit. After this two-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of unscheduled overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- B. Scheduled Overtime: After a full time employee has worked ten hours of overtime, resulting from a scheduled overtime assignment, he or she shall be eligible for a meal reimbursement benefit. After this ten (10)-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- C. Extension of Scheduled Overtime: If a period of scheduled overtime is planned to last for eight hours or less, no meal reimbursement eligibility shall exist for that scheduled overtime period because fewer than ten hours of overtime had been scheduled. However, if an eight-hour or shorter scheduled overtime period must later be extended two or more hours past its scheduled stop time, then any additional overtime hours, by themselves, shall be treated as unscheduled overtime as provided for in A above.

Reimbursement shall be made for cost, up to a maximum of twelve dollars (\$12.00), if a dated, itemized, original receipt from the establishment is provided by the employee. The receipt must indicate that the meal was purchased no more than two hours before or two hours after the qualifying period of overtime. The City shall not reimburse the cost of alcoholic beverages and gratuities. An employee may, at his or her discretion, apply for a ten dollar (\$10.00) meal allowance in lieu of the meal reimbursement benefit. Submission of receipts will not be required for meal allowance applications. An employee qualifying for a meal reimbursement benefit must submit either an application for meal reimbursement, or an application for meal allowance, no later than the close of the business day following the day the meal was purchased. Absent such an application, no reimbursement or allowance will be paid.

A department may, at its discretion, provide or engage another agency to provide one or all of the meals for which the meal reimbursement or allowance benefit would otherwise apply. Employees shall not be eligible for meal reimbursement or allowance for meals so provided.

18.2 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.

18.3 Standby Duty (Applicable in all departments and to all bargaining unit employees): Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by pager Standby, at the employee's option, to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be



paid at the 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 actual hours worked and compensation shall be provided in accordance with Section 18.1.6.

18.3.1 An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

18.4 Seattle Public Utilities' Standby Procedure: Voluntary Standby Rosters will be posted for the Water Operations Division and Watersheds and Transmission Divisions. Senior Workers, Workers and Apprentices in the Operations Division and Senior Workers in the Watersheds and Transmission Divisions may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have his/her name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to his/her scheduled date to commence Standby Duty. An employee may have his/her name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of his/her position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.4.1 If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of one (1) Crew Chief, one (1) Senior Water Pipe Worker, and one (1) Water Pipe Worker/Apprentice in Operations Division, and one (1) Crew Chief or Senior Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Seattle Public Utilities will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Seattle Public Utilities may designate additional personnel to provide equivalent coverage. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees. (Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; total City service (earned-to-date hours) will break a tie in seniority.

18.4.2 Personnel on Standby are expected to call within fifteen (15) minutes after being paged. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided for actual hours worked and in accordance with 18.1.6.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home. If an employee is assigned a City vehicle to take home, overtime pay will start from the time the employee is contacted.

18.4.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel, and travel time shall be at Seattle Public Utilities' expense if required on off-duty time. No employee shall be required to report to other than his normal duty station to commence his/her work day for purposes of such training.

18.4.4 Nothing herein shall be construed to guarantee a minimum staffing level for Standby Duty nor is a maximum level to be implied.

18.4.5 Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of Seattle Public Utilities' standby procedures. Upon mutual agreement, the procedures may be revised and implemented during the life of this agreement.

18.5 Before instituting a standby procedure applicable to any bargaining unit title in any City department, the department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date a procedure was originally proposed, the department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date procedure modifications were originally proposed, the department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.6 Employees in the Water Operations and Water Quality units of the Seattle Public Utilities who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift:

Effective January 1, 2015:	Swing Shift	\$.65/hour
	Graveyard Shift	\$.90/hour
Effective December 30, 2015:	Swing Shift	\$.75/hour

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

Graveyard Shift      \$1.00/hour

The above shift premium shall not apply to vacation, holiday pay, funeral leave, or other paid leave benefit (see Section 10.1.8).

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

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

ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1      Transfers: The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2 (E).

19.1.1      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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

19.1.2      Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A.    Transfer in the same class from one department to another.
- B.    Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C.    Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.3.4.

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 jobs skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.4.

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

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

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.2 (D) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 19.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 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 Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

19.2.1 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 19.3.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to his/her former status.

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

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

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

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees\*
- D. Trial service employees\* (who cannot be reverted in accordance with Section 17.4.2.)
- E. Regular employees\* in order of their length of service, the one with the least service being laid off first.

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

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

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an “EEO” category within a department; or (2) 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

19.3.4 At the time of layoff, a regular employee or a trial service employee (per 19.3.2(D) 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 19.1.2(D). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.5. This Section shall apply within each of the following class series: (1) Plumber; Plumber, Senior; Plumber Crew Chief; (2) Water Pipe Worker Apprentice; Water Pipe Worker; Water Pipe Worker, Senior; Water Pipe Crew Chief; Headworks Crew Chief; and Pipeline Maintenance Crew Chief; (3) Utility Service Inspector; Utility Service Inspector, Senior; (4) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician.

19.4 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.

19.4.1 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.

19.4.2 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.

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

- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- F. 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.
- G. 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.

- H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of 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.

19.4.4 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.

19.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
  - 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.

19.5.1 No service credit shall be given:

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



- B. For any employment prior to a separation from the 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 Seattle Human Resources Director.

19.6 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 20 – GENERAL CONDITIONS

20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight (8) hours' work, such employees will be paid one-half (½) hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 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 Revenue Code for privately-owned automobile used for business purpose. The reimbursement rate as of January 1, 2015 is fifty-seven point five cents (\$.575) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents per mile mileage reimbursement rate set forth in Section 20.2 shall be adjusted up or down to reflect the current rate.

20.2.2 When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the appointing authority or his/her designee.

20.3 The City will furnish all WISHA-required equipment. Further, Seattle Public Utilities' employees engaged in outside work will be provided the following protective clothing:

- A. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year;
- B. One pair of safety toe rubber boots with replacement on a wear basis;
- C. One pair of cotton or rubber gloves on an as needed basis;

D. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

20.3.1 Plumbers: The City will make the following items available to employees as needed, based on work assignment:

- A. Rain gear
- B. Safety/rubber boots
- C. Gloves
- D. Coveralls

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

20.4 Bulletin Board: The City, upon written request from the Union relative to a specific City department that employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Shoes: The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). At its discretion, the department will either provide such shoes or reimburse employees for the cost of the shoes to a maximum of Ninety Dollars (\$90.00) in the first contract year. Employees shall be eligible for such reimbursement upon employment or to replace or repair worn out shoes as needed. Reimbursement hereunder shall be made equally for safety shoes providing acceptable toe protection with materials that may replace steel, which is now being used for this purpose.

Effective January 1, 2016, the maximum allowance shall be increased to One Hundred Ten Dollars (\$110.00). Effective January 1, 2017, the maximum annual allowance shall be increased to One Hundred Thirty Dollars (\$130.00) for the remaining term of the contract.

20.5.1 To be eligible for reimbursement, the employee must produce acceptable evidence of purchase or repair and must purchase or repair boots to the standard as set by the department's director or his/her designee. An employee who does not use the full allowance in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year.

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

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

20.7      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 May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988, 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.

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

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

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

20.8      Plumber's License: Employees in the classifications of Plumber, Plumber Senior, and Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9      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 and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear will be borne by the City.

20.10 Employees in the classification of Plumber performing testing, installation, and maintenance of backflow prevention devices, which work requires DHS cross-connection certification, shall be paid an additional one dollar (\$1.00) per hour while so assigned.

20.11 Plumbers' Sprinkler System Confidence Testing Premium Pay: Effective upon the signing of this Agreement, Plumbers, Senior Plumbers, and Plumber Crew Chiefs shall be eligible for a Two Hundred Dollar (\$200) per month premium pay for building sprinkler system confidence testing, maintenance, repairs, and installation of building sprinkler systems, while Seattle Fire Department certification is maintained. Each department will determine and limit the number of certifications required to perform the work within their respective department. If a certification is required, all costs to obtain and maintain the certification shall be paid by the City.

20.12 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

20.13 Commercial Driver's License: If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license 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 shall pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests. In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

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

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

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.

20.14      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.

20.15      Reinstatement: Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

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

20.17      During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

- a. Implementation of the Affordable Care Act (ACA).
- b. Changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- c. The City's compensation philosophy, methods and processes associated with determining wage adjustment, including the City's interest in total compensation.
- d. Modifications to Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 21 – APPRENTICESHIP

21.1 The Seattle Public Utilities’ apprenticeship program for journey-level Water Pipe Workers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Water Pipe Worker Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Water Pipe Worker Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Water Pipe Worker Apprentice. Discharge from the program shall result in termination from employment with the Seattle Public Utilities.

21.2 The City of Seattle’s apprenticeship program for journey-level Plumbers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Plumber Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Plumber Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Plumber Apprentice. Discharge from the program shall result in termination from employment with the City.

ARTICLE 22 – RIGHTS OF MANAGEMENT

22.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules, and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1), (2) or (3) above shall be made by the appointing authority 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 appointing authority involved to contract out work under this provision, the Union shall be notified. The appointing authority involved shall make available to Local 32 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 in Section 22.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.



ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE

23.1 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 service; the rights to increase or diminish operations, in whole or in part; the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

23.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

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

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

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

ARTICLE 24 – ENTIRE AGREEMENT

24.1 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.

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

ARTICLE 25 – SUBORDINATION OF AGREEMENT

25.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, 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.

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

ARTICLE 26 – SAVINGS CLAUSE

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

ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall become effective upon signing by the parties or January 1, 2015, whichever is later, and shall remain in effect through December 31, 2018. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING  
INDUSTRY, LOCAL 32

CITY OF SEATTLE  
Executed under authority of Ordinance

and

\_\_\_\_\_  
Kurt Swanson  
Business Representative

\_\_\_\_\_  
Edward B. Murray  
Mayor

\_\_\_\_\_  
Charlene MacMillan-Davis  
Labor Negotiator

## APPENDIX A

## Plumbers Unit

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.4 and 7.5. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.4 and 7.5.

Section 1.1 Effective December 31, 2014, salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$24.80	\$25.72	\$26.75	\$27.82	\$28.85
Operations Response Center Operator	\$26.75	\$27.82	\$28.85	\$29.95	\$31.14
Operations Response Center Operator, Senior	\$28.85	\$29.95	\$31.14	\$32.35	\$33.63
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$22.00 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$22.99 Step 3: 73% of Plumber entry level of pay from 13-18 month – \$23.97 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$24.96 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$25.94 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$26.93 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$27.91 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$28.90 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$29.88 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$30.87				
Plumber	\$32.84	\$34.14	\$35.47		
Plumber, Senior	\$36.85	\$38.31			
Utility Maintenance Specialist-SPU	\$30.83	\$32.00	\$33.30		
Utility Maintenance Specialist, Sr-SPU	\$32.66	\$33.90	\$35.25		
Utility Service Inspector	\$30.91	\$32.08	\$33.30	\$34.64	\$36.08
Utility Service Inspector, Senior	\$33.30	\$34.64	\$36.08	\$37.42	\$38.78
Water Meter Changer	\$24.30	\$25.29	\$26.25		
Water Pipe Helper	\$21.31	\$23.67	\$24.30	\$25.29	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$25.62 (85%)	\$26.22 (87%)	\$27.43 (91%)	\$28.33 (94%)	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	
Water Pipe Worker	\$27.88	\$28.98	\$30.14	\$31.33	
Water Pipe Worker-WDM I*	\$28.16	\$29.27	\$30.43	\$31.63	

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V1

Water Pipe Worker, Senior	\$31.15	\$32.36	\$33.61	
Water Pipe Worker, Senior-WDM II*	\$32.47	\$33.65	\$34.94	
Water Treatment Equipment Technician	\$31.72	\$32.98	\$34.36	
Water Treatment Operator	\$25.83	\$26.85	\$27.89	\$29.03
Water Treatment Operator-WDM I*	\$26.11	\$27.11	\$28.17	\$29.30
	\$26.86	\$27.92	\$29.01	\$30.19
Water Treatment Operator, Assigned Relief**				
Water Treatment Operator, Senior	\$30.10	\$31.31	\$32.54	

\* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

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Section 1.2 Effective December 30, 2015 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$25.30	\$26.23	\$27.29	\$28.38	\$29.43
Operations Response Center Operator	\$27.29	\$28.38	\$29.43	\$30.55	\$31.76
Operations Response Center Operator, Senior	\$29.43	\$30.55	\$31.76	\$33.00	\$34.30
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$22.45 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$23.45 Step 3: 73% of Plumber entry level of pay from 13-18 month – \$24.46 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$25.46 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$26.47 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$27.47 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$28.48 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$29.48 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$30.49 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$31.49				
Plumber	\$33.50	\$34.82	\$36.18		
Plumber, Senior	\$37.59	\$39.08			
Utility Maintenance Specialist-SPU	\$31.45	\$32.64	\$33.97		
Utility Maintenance Specialist, Sr-SPU	\$33.31	\$34.58	\$35.96		
Utility Service Inspector	\$31.53	\$32.72	\$33.97	\$35.33	\$36.80
Utility Service Inspector, Senior	\$33.97	\$35.33	\$36.80	\$38.17	\$39.56
Water Meter Changer	\$24.79	\$25.80	\$26.78		
Water Pipe Helper	\$21.74	\$24.14	\$24.79	\$25.80	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$26.13 (85%)	\$26.74 (87%)	\$27.97 (91%)	\$28.90 (94%)	
Water Pipe Worker	\$28.44	\$29.56	\$30.74	\$31.96	
Water Pipe Worker-WDM I*	\$28.72	\$29.86	\$31.04	\$32.26	
Water Pipe Worker, Senior	\$31.77	\$33.01	\$34.28		
Water Pipe Worker, Senior-WDM II*	\$33.12	\$34.32	\$35.64		
Water Treatment Equipment Technician	\$32.35	\$33.64	\$35.05		
Water Treatment Operator	\$26.35	\$27.39	\$28.45	\$29.61	



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V1

Water Treatment Operator-WDM I*	\$26.63	\$27.65	\$28.73	\$29.89
Water Treatment Operator, Assigned Relief**	\$27.40	\$28.49	\$29.59	\$30.79
Water Treatment Operator, Senior	\$30.70	\$31.94	\$33.19	

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\* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

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Section 1.3 Effective December 28, 2016 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$25.93	\$26.89	\$27.97	\$29.09	\$30.17
Operations Response Center Operator	\$27.97	\$29.09	\$30.17	\$31.31	\$32.55
Operations Response Center Operator, Senior	\$30.17	\$31.31	\$32.55	\$33.83	\$35.16
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$23.01 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$24.04 Step 3: 73% of Plumber entry level of pay from 13-18 month – \$25.07 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$26.10 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$27.13 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$28.16 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$29.19 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$30.22 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$31.25 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$32.28				
Plumber	\$34.34	\$35.69	\$37.08		
Plumber, Senior	\$38.53	\$40.06			
Utility Maintenance Specialist-SPU	\$32.24	\$33.46	\$34.82		
Utility Maintenance Specialist, Sr-SPU	\$34.14	\$35.44	\$36.86		
Utility Service Inspector	\$32.32	\$33.54	\$34.82	\$36.21	\$37.72
Utility Service Inspector, Senior	\$34.82	\$36.21	\$37.72	\$39.12	\$40.55
Water Meter Changer	\$25.41	\$26.45	\$27.45		
Water Pipe Helper	\$22.28	\$24.74	\$25.41	\$26.45	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$26.78 (85%)	\$27.41 (87%)	\$28.67 (91%)	\$29.62 (94%)	
Water Pipe Worker	\$29.15	\$30.30	\$31.51	\$32.76	
Water Pipe Worker-WDM I*	\$29.44	\$30.61	\$31.82	\$33.07	
Water Pipe Worker, Senior	\$32.56	\$33.84	\$35.14		
Water Pipe Worker, Senior-WDM II*	\$33.95	\$35.18	\$36.53		
Water Treatment Equipment Technician	\$33.16	\$34.48	\$35.93		
Water Treatment Operator	\$27.01	\$28.07	\$29.16	\$30.35	

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Operator-WDM I*	\$27.30	\$28.34	\$29.45	\$30.64
Water Treatment Operator, Assigned Relief**	\$28.09	\$29.20	\$30.33	\$31.56
Water Treatment Operator, Senior	\$31.47	\$32.74	\$34.02	

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\* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

Section 1.4 Effective December 27, 2017 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	\$26.64	\$27.63	\$28.74	\$29.89	\$31.00
Operations Response Center Operator	\$28.74	\$29.89	\$31.00	\$32.17	\$33.45
Operations Response Center Operator, Senior	\$31.00	\$32.17	\$33.45	\$34.76	\$36.13
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$23.64 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$24.70 Step 3: 73% of Plumber entry level of pay from 13-18 month – \$25.75 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$26.81 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$27.87 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$28.93 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$29.99 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$31.05 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$32.10 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$33.16				
Plumber	\$35.28	\$36.67	\$38.10		
Plumber, Senior	\$39.59	\$41.16			
Utility Maintenance Specialist-SPU	\$33.13	\$34.38	\$35.78		
Utility Maintenance Specialist, Sr-SPU	\$35.08	\$36.41	\$37.87		
Utility Service Inspector	\$33.21	\$34.46	\$35.78	\$37.21	\$38.76
Utility Service Inspector, Senior	\$35.78	\$37.21	\$38.76	\$40.20	\$41.67
Water Meter Changer	\$26.11	\$27.18	\$28.20		
Water Pipe Helper	\$22.89	\$25.42	\$26.11	\$27.18	
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$27.52 (85%)	\$28.17 (87%)	\$29.47 (91%)	\$30.44 (94%)	
Water Pipe Worker	\$29.95	\$31.13	\$32.38	\$33.66	
Water Pipe Worker-WDM I*	\$30.25	\$31.45	\$32.70	\$33.98	
Water Pipe Worker, Senior	\$33.46	\$34.77	\$36.11		
Water Pipe Worker, Senior-WDM II*	\$34.88	\$36.15	\$37.53		
Water Treatment Equipment Technician	\$34.07	\$35.43	\$36.92		
Water Treatment Operator	\$27.75	\$28.84	\$29.96	\$31.18	

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Water Treatment Operator-WDM I*	\$28.05	\$29.12	\$30.26	\$31.48
Water Treatment Operator, Assigned Relief**	\$28.86	\$30.00	\$31.16	\$32.43
Water Treatment Operator, Senior	\$32.34	\$33.64	\$34.96	

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\* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

\*\*Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

## APPENDIX B

## Crew Chief Unit

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.4 and 7.5. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.4 and 7.5.

Section 1.1 Effective December 31, 2014, salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$36.04	\$37.47	\$38.98	\$40.53	\$42.15
Transmission Crew Chief	\$34.25	\$35.63	\$37.10	\$38.48	\$39.89
Transmission Crew Chief-WDM II*	\$34.63	\$35.99	\$37.46	\$38.83	\$40.26
Water Meter Crew Chief	\$29.95	\$31.14	\$32.35		
Water Pipe Crew Chief	\$34.25	\$35.63	\$37.10	\$38.48	\$39.89
Water Pipe Crew Chief-WDM II*	\$34.63	\$35.99	\$37.46	\$38.83	\$40.26
Water Treatment Crew Chief	\$34.99	\$36.28	\$37.69		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.2 Effective December 30, 2015 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$36.76	\$38.22	\$39.76	\$41.34	\$42.99
Transmission Crew Chief	\$34.94	\$36.34	\$37.84	\$39.25	\$40.69
Transmission Crew Chief-WDM II*	\$35.32	\$36.71	\$38.21	\$39.61	\$41.07
Water Meter Crew Chief	\$30.55	\$31.76	\$33.00		
Water Pipe Crew Chief	\$34.94	\$36.34	\$37.84	\$39.25	\$40.69
Water Pipe Crew Chief-WDM II*	\$35.32	\$36.71	\$38.21	\$39.61	\$41.07
Water Treatment Crew Chief	\$35.69	\$37.01	\$38.44		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

Section 1.3 Effective December 28, 2016 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$37.68	\$39.18	\$40.75	\$42.37	\$44.06
Transmission Crew Chief	\$35.81	\$37.25	\$38.79	\$40.23	\$41.71
Transmission Crew Chief-WDM II*	\$36.20	\$37.63	\$39.17	\$40.60	\$42.10
Water Meter Crew Chief	\$31.31	\$32.55	\$33.83		
Water Pipe Crew Chief	\$35.81	\$37.25	\$38.79	\$40.23	\$41.71
Water Pipe Crew Chief-WDM II*	\$36.20	\$37.63	\$39.17	\$40.60	\$42.10
Water Treatment Crew Chief	\$36.58	\$37.94	\$39.40		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II



SUM Att 4 – Bill Draft Version of Local 32 Agreement  
V1

Section 1.4 Effective December 27, 2017 salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$38.72	\$40.26	\$41.87	\$43.54	\$45.27
Transmission Crew Chief	\$36.79	\$38.27	\$39.86	\$41.34	\$42.86
Transmission Crew Chief-WDM II*	\$37.20	\$38.66	\$40.25	\$41.72	\$43.26
Water Meter Crew Chief	\$32.17	\$33.45	\$34.76		
Water Pipe Crew Chief	\$36.79	\$38.27	\$39.86	\$41.34	\$42.86
Water Pipe Crew Chief-WDM II*	\$37.20	\$38.66	\$40.25	\$41.72	\$43.26
Water Treatment Crew Chief	\$37.59	\$38.98	\$40.48		

\*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

## 2015 Wage Adjustments to Address Recruitment and Retention

The following union job titles received a 3.5 percent increase to their base wages<sup>1</sup>, effective December 31, 2014, in addition to the 2 percent wage adjustments for 2015:

### Local 17

#### Technical Unit:

Bridge Electrical Maintenance Supervisor

Civil Engineering Specialist, Associate

Civil Engineering Specialist, Assistant I

Civil Engineering Specialist, Assistant II

Civil Engineering Specialist, Assistant III

Civil Engineering Technician

Community Service Representative

Electrical Engineering Design Specialist, Assistant II

Electrical Engineering Design Specialist, Assistant III

Electrical Engineering Specialist, Associate

Electrical Engineering Specialist, Assistant I

Electrical Engineering Specialist, Assistant II

Electrical Engineering Specialist, Assistant III

Engineering Aide

Field Engineering Technician

Housing/Zoning Inspector

Housing/Zoning Inspector Supervisor

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<sup>1</sup> Intermittent job titles of the same name were also adjusted by 3.5 percent.

Housing/Zoning Inspector, Senior

Housing/Zoning Technician

Housing/Zoning Technician, Senior

Inspection Support Analyst

Land Use Planner I

Land Use Planner II

Land Use Planner III

Land Use Planner IV

Material Standards Specialist, Senior

Mechanical Engineering Specialist, Assistant I

Mechanical Engineering Specialist, Assistant II

Mechanical Engineering Specialist, Assistant III

Meter Reader

Meter Reader, Senior

Power Analyst, Assistant

Utility Assistance Coordinator

Utility Assistance Supervisor

Senior Business Unit

Energy Management Analyst Supervisor

Meter Reader Supervisor

Parking Enforcement Officer Supervisor

Senior Professional Unit

Building Plans Examiner Supervisor

Civil Engineer Supervisor

Civil Engineer, Senior

Civil Engineering Specialist Supervisor

Civil Engineering Specialist, Senior

Economist, Senior

Electrical Engineer Supervisor

Electrical Engineer, Senior

Electrical Engineering Specialist, Supervisor

Electrical Engineering Specialist, Senior

Electrical Power Systems Engineer

Electrical Power Systems Engineer, Principal

Electrical Power Systems Engineer, Principal - Premium

Electrical Power Systems Engineer - Premium

Electrical Power Systems Engineer, Principal - Merit

Electrical Power Systems Engineer - Merit

Electrical Power Systems Engineer - Premium Merit

Electrical Service Engineer

Geo-Technical Engineer

Landscape Architect, Senior

Materials Engineer, Senior

Materials/Geo Technical Engineering, Supervisor

Mechanical Engineer, Supervisor

Mechanical Engineer, Senior

Mechanical Plans Engineer Supervisor

Mechanical Plans Engineer, Senior

Power Analyst, Senior

Power Resource Engineer, Senior

Structural Plans Engineer Supervisor

Structural Plans Engineer, Senior

Surveyor, Chief

Transportation Planner, Senior

Accountant

Capital Projects Coordinator

Capital Projects Coordinator, Assistant

Capital Projects Coordinator, Senior

Civil Engineer, Associate

Civil Engineer, Assistant I

Civil Engineer, Assistant II

Civil Engineer, Assistant III

Early Education Specialist

Electrical Engineer, Associate

Electrical Engineer, Assistant I

Electrical Engineer, Assistant II

Electrical Engineer, Assistant III

Energy Management Analyst

Energy Management Analyst, Assistant

Energy Management Analyst, Senior

Energy Planning Analyst

Environmental Analyst, Associate  
Environmental Analyst, Senior  
Fair Hearing Coordinator  
Finance Analyst, Assistant  
Finance Analyst, Senior - HSD  
Finance Analyst - HSD  
Human Services Program Supervisor  
Landscape Architect  
Materials Engineer  
Materials Engineer, Associate  
Mechanical Engineer, Associate  
Mechanical Engineer, Assistant I  
Mechanical Engineer, Assistant II  
Mechanical Engineer, Assistant III  
Mechanical Plans Engineer  
Public Education Program Specialist  
Public/Cultural Program Specialist, Senior  
Power Analyst  
Registered Nurse Consultant  
Structural Plans Engineer  
Structural Plans Engineer, Entry  
Technical Writer  
Transportation Planner, Associate  
Transportation Planner, Assistant  
Cashier

Court Marshals' Guild

Municipal Court Marshal

Municipal Court Marshal, Senior

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STATE OF WASHINGTON -- KING COUNTY

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333043

No. 124969,973,974,975,976

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 12<sup>th</sup> 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:TITLE ONLY ORDINANCES

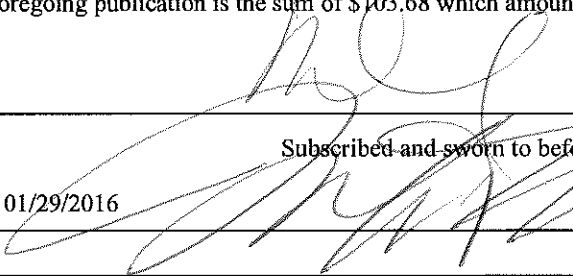
was published on

01/29/16

The amount of the fee charged for the foregoing publication is the sum of \$103.68 which amount has been paid in full.



Affidavit of Publication

  
Subscribed and sworn to before me on  
01/29/2016  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle



# State of Washington, King County

## City of Seattle

### Title Only Ordinances

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The full text of the following legislation, passed by the City Council on January 11, 2016, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

#### Ordinance 124969

AN ORDINANCE relating to land use and zoning; repealing Ordinance 124552 and amending Sections 23.42.053, 23.47A.002, 23.47A.004, 23.47A.020, 23.48.002, 23.48.005, 23.48.065, 23.49.002, 23.49.025, 23.49.042, 23.49.090, 23.49.142, 23.49.300, 23.49.320, 23.49.338, 23.50.002, 23.50.012, 23.50.014, 23.50.044, 23.56.122, 23.56.322, and 23.84A.025 of the Seattle Municipal Code to change marijuana zoning regulations and make technical corrections.

#### Ordinance 124973

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

#### Ordinance 124974

AN ORDINANCE, relating to City employment, to be known as the Pay Zone Ordinance; adjusting the pay zone structures for the City's discretionary pay programs; and ratifying and confirming certain prior acts.

#### Ordinance 124975

AN ORDINANCE relating to City employment; providing wage increases effective December 31, 2014, December 30, 2015, December 28, 2016 and December 27, 2017 for certain non-represented City employees and officers; providing adjustments to certain pay titles in addition to the 2016 wage increase; authorizing a \$15 per hour minimum wage for all non-represented City of Seattle employees; authorizing and directing the Seattle Human Resources Director to change rates of pay for certain job titles to a minimum of \$15 per hour effective April 1, 2015; authorizing paid leave for City employees who took furloughs in 2010; and ratifying and confirming certain prior acts.

#### Ordinance 124976

AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions in the Coalition of City Unions, for the time period January 1, 2015 through December 31, 2018; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, January 29, 2016.

1/29/2016(333043)