SEATTLE CITY COUNCIL

Legislative Summary

CB 118645

Record No.: CB 118645 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 125014 **In Control:** City Clerk

File Created: 03/08/2016

Final Action: 04/01/2016

Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and Public Service and Industrial Employees, Local 1239; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Burgess

Attachments: Att 1 – Local 1239 Agreement

Drafter: sarah.butler@seattle.gov

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

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	03/01/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	03/16/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	03/17/2016	sent for review	Full Council			
	Action Text: The Council Bill (CB) was sent for review. to the Full Council						
	Notes:						
1	Full Council	03/21/2016	referred	Full Council			
	Action Text: The Council Bill (CB) was referred. to the Full Council						
	Notes:						

1	Full Council	03/28/2016	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 118645.

In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	03/29/2016	submitted for Mayor's signature	Mayor

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

Notes:

1	Mayor	04/01/2016	Signed	

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

Notes:

1	Mayor	04/01/2016	returned	City Clerk

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

Notes:

1	City Clerk	04/01/2016	attested by City Clerk	

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

Notes:

CITY OF SEATTLE

ORDINANCE 125014

COUNCIL BILL 118645

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and Public Service and Industrial Employees, Local 1239; and ratifying and confirming certain prior acts.

WHEREAS, the previous agreement between The City of Seattle and Public Service and Industrial Employees, Local 1239 that established wages, hours, benefits, and other conditions of employment expired on December 31, 2014; and

WHEREAS, employees represented by Public Service and Industrial Employees, Local 1239 continued to work after the agreement expired on condition that the subject of their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and Public Service and Industrial Employees, Local 1239; and

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

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 Public Service and Industrial Employees, Local 1239, substantially in the form attached to this ordinance as Attachment 1 and identified as

"Agreement by and between The City Of Seattle and Public Service and Industrial Employees, Local 1239."

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is ratified and confirmed.

Section 3. 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 28th day of MARCH, 2016, and signed by me in open session in authentication of its passage this 28th day of MARCH, 2016.

President _____ of the City Council

Approved by me this 1st day of April, 2016.

Edward B. Murray, Mayor

Filed by me this 1st day of April, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1: Agreement by and between The City Of Seattle and Public Service and Industrial Employees, Local 1239

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL 1239

UNIT:

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

Effective January 1, 2015 through December 31, 2018

TABLE OF CONTENTS

ARTICLE		PAGE
PREAMBLE		3
ARTICLE 1 –	RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT	4
ARTICLE 2 –	NON-DISCRIMINATION	12
ARTICLE 3 –	UNION MEMBERSHIP AND DUES	13
ARTICLE 4 –	CLASSIFICATIONS AND RATES OF PAY	16
ARTICLE 5 –	HOURS OF WORK AND OVERTIME	20
ARTICLE 6 –	HOLIDAYS	26
ARTICLE 7 –	ANNUAL VACATIONS	28
ARTICLE 8 –	SICK LEAVE, FUNERAL LEAVE, EMERGENCY	30
ARTICLE 9 –	INDUSTRIAL INJURY OR ILLNESS	35
ARTICLE 10 –	PROBATIONARY PERIOD AND TRIAL SERVICE	37
ARTICLE 11 –	TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL	41
ARTICLE 12 –	HEALTH CARE, DENTAL CARE, LIFE AND LONG TERM INSURANCE	46
ARTICLE 13 –	RETIREMENT	49
ARTICLE 14 –	GENERAL CONDITIONS	51
ARTICLE 15 –	LABOR-MANAGEMENT COMMITTEE	57
ARTICLE 16 –	WORK STOPPAGES	59
ARTICLE 17 –	RIGHTS OF MANAGEMENT	60
ARTICLE 18 –	SUBORDINATION OF AGREEMENT	62
ARTICLE 19 –	ENTIRE AGREEMENT	63
ARTICLE 20 –	GRIEVANCE PROCEDURE	64
ARTICLE 21 –	SAVINGS CLAUSE	70
ARTICLE 22 –	DISCIPLINARY ACTIONS	71
ARTICLE 23 –	TERM OF AGREEMENT	72
APPENDIX A	RECREATION LEADERS AND ATTENDANTS	73
APPENDIX B	LIFEGUARDS AND SENIOR LIFEGUARDS	75

PREAMBLE

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

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

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

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

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

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

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

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

1.1.6 The 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 of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being

converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

5. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

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

1.1.7.1 Interim and short term assignments after one thousand forty (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.

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

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

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

1.2 Temporary employees shall be exempt from all provisions of this Agreement; except, temporary employees who have worked at least one hundred forty-four (144) hours in a calendar year shall be subject to the terms and conditions of this Agreement as follows, beginning with the first day of the pay period following the attainment of this threshold number of hours: Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5 (only applies if Temporary Employees are benefited); 1.2.6; 1.2.7; 1.2.8 (only applies if Temporary Employees are benefited); 1.2.9; 1.2.10; 1.2.11; 1.2.12; 1.2.13; 1.2.14; Article 3, Union Dues; Sections 4.1; 4.1.1; 4.1.2; 4.1.3; 4.2.10; Article 5 (except Sections 5.4; 5.6; 5.7; 5.8); Section 14.1; 14.6; and Article 20,

Grievance Procedure; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed; provided, however, at the discretion of the department director, and under the authority of special ordinance allowing same, temporary employees in the job titles covered by this Agreement may be hired in at any one of the steps of the salary range applicable to the title. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

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

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

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

C. .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.)

D. .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.)

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

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

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement

contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

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

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 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 SMC 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.

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

1.2.5 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.

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

B. 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.

C. 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.

D. 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.

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

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

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

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay

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

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

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (12 months or 26 pay periods), it shall be presumed that the employee's break in service was voluntary.

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

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

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a

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

1.2.12 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1040) hours without a break in service are eligible to apply to all positions advertised internally.

1.2.13 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.

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

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

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

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs; adult training and or employment programs; vocational rehabilitation programs; work-study and student-intern programs; court-ordered community service programs; programs to employ developmentally disabled or severely, physically disabled persons known as the "special employment program"; volunteer programs; and other programs with similar purposes. Some examples of such programs

already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

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

1.5 An employee who is assigned to work out of class from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as he or she is regularly appointed to the position.

ARTICLE 2 -- NON-DISCRIMINATION

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

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

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

ARTICLE 3 -- UNION MEMBERSHIP AND DUES

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

3.1.1 The Union service fee shall be payable under the terms of this Article beginning with the thirty-first (31st) day following the employee's first date of employment or, for temporary employees, commencing with coverage by this Agreement pursuant to Section 1.2. A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the first day of the pay period beginning after the employee has worked one hundred forty-four (144) hours in the bargaining unit in the calendar year.

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

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

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article III, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head or 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.

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

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

ARTICLE 4 -- CLASSIFICATIONS AND RATES OF PAY

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

4.1.1 Effective December 31, 2014, the base wage rates, as displayed in the Appendices of this Agreement, reflect an increase of 2.0%.

4.1.2 Effective December 30, 2015, the base wage rates, as displayed in the Appendices of this Agreement, reflect an increase of 2.0%.

4.1.3 Effective December 28, 2016, the base wage rates, as displayed in the Appendices of this Agreement, reflect an increase of 2.5%.

4.1.4 Effective December 27, 2017, the base wage rates, as displayed in the Appendices of this Agreement, reflect an increase of 2.75%.

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix "A" and Appendix "B" attached hereto; provided however, appointment may be at a higher step at the discretion of the department director, as allowed by ordinance.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if

the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

4.2.6 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

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

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

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

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

A. If the overpayment involved only one paycheck;

1. By payroll deductions spread over two pay periods; or
2. By payments from the employee spread over two pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in

duration, with a minimum payroll deduction of not less than twenty-five dollars ($25) per pay period.

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

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

ARTICLE 5 -- HOURS OF WORK AND OVERTIME

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

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

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

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

5.1.2 Rest Breaks - Employees scheduled to work at least a seven (7) hour shift shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

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

5.1.3 Where work conditions require continuous staffing throughout a work shift for seven (7) consecutive days or more, the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Nothing herein shall be construed to guarantee any employee a number of hours of work.

5.3 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours, or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a maximum of ten dollars ($10.00) in lieu of reimbursement for the meal.

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

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

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

1. The time period during which the overtime is worked;
2. The availability of reasonably priced eating establishments at that time.

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

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

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

5.4 Compensatory Time off in Lieu of Overtime Pay

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Work Outside of Classification - Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher paid position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutively scheduled work hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisory employee in the line of organization least at the level of Recreation Coordinator, manager, or director directly above the position that is being filled out of class who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any position, the City shall notify the Union that represents the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.

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

5.6.2 Effective January 06, 1999, Recreation Attendants, when assigned the monitoring of facilities in the absence of a higher-level supervisor for three (3)

consecutive hours or more shall be paid an additional hourly premium pay of one dollar ($1.00) per hour while so assigned.

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

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

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

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

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

nearest to the salary rate to which such employee was entitled in the higher class.

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

Swing Shift	Graveyard Shift
$0.65 per hour	$0.90 per hour

5.7.1 Effective December 30, 2015, a regular employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift, shall receive the following shift premiums for all scheduled hours worked during such shift:

Swing Shift	Graveyard Shift
$0.75 per hour	$1.00 per hour

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

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

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

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

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

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

An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

ARTICLE 6 -- HOLIDAYS

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

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

Two Personal Holidays (0-9 years of service (1-18,720 hours)).
Four Personal Holidays (after completion of 9 years of service (18,721 hours)).

6.1.1 Employees who have either:

A. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status or

B. are accruing vacation at a rate of .0615 or greater

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

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

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

pay period would be eligible for eight (8) hours' off with pay on a holiday, while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours' off with pay.

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

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

6.4 An employee who has been given at least forty-eight (48) hours' advance notice and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1 1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed upon date.

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

ARTICLE 7 -- ANNUAL VACATIONS

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

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

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

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

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

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

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

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the 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 shall be allowed.

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

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

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

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

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

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

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

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

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

C. Medical or dental appointments for the employee;

D. Care of family members as required of the City by state law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.

E. 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.

F. 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.

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

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the 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.

8.1.6.1 Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Seattle Human Resources Director or his designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 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 8.1.F of this Agreement.

8.1.6.3 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 8.1.G 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).

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

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

B. Off work on a holiday;

C. This provision shall not prevent the taking of sick leave by an employee who is receiving treatment for alcoholism or drug addiction as

recommended by a physician, psychiatrist, certified social worker, or other qualified professional;

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

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

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

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

8.1.8.3 Claims to Be in 15 Minute Increments - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 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 8.1.8.6). 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 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.)

8.1.8.6 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.

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

8.2 Bereavement/Funeral Leave - Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, however, where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided, further, the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application, the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather, or grandmother of the employee or spouse or domestic partner; and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child, or grandchild of the employee or spouse or domestic partner.

8.2.1 Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by City Ordinance 114648. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of Ordinance 114648 for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided for in Section 8.2. In the event Ordinance

114648 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

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

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

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

8.4 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.

8.5 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 (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in 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 9 -- INDUSTRIAL INJURY OR ILLNESS

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

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

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

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

9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein that exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend

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

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

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

9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties, but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 44, as now or hereinafter amended.

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

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

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

ARTICLE 10 -- PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the 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.

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

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

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

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the 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 11 -- TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

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

11.1.1 Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in his/her department without prior approval of the 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.

11.1.2 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.

D. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2 (3) is not practicable.

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

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

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

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

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

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

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

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

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

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

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 10.4.2)

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.

11.3.3 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.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2 (3). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

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

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

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

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

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

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

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

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:

1. Jury Duty;
2. Disability incurred in line of service;

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

11.5.1 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.

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

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

12.1 Effective January 1, 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 years2015, 2016, 2017, and 2018, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 For calendar years2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

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

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

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

in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.7 or 12.7.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

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

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

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are

subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 -- RETIREMENT

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

13.1.1 Effective January 1, 2017, consistent with Ordinance 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.

13.2 VEBA - 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:

1. 5 – 9 years of service and are age 62 or older
2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. 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.

C. **If the eligible-to-retire members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service, shall either:

1. place their sick leave cashout at 35% into their VEBA account, or
2. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.
3. Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.

D. **If the eligible-to-retire members of the bargaining unit votes 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:

1. 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

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

13.3 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 14 -- GENERAL CONDITIONS

14.1 Mileage Allowance - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the then current rate.

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

14.2 Union Visitation - Representatives of the Union may, after notifying the City Official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City Official in-Charge" shall mean the supervisor in-charge of the work area to be visited. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than stated herein.

14.3 Union Shop Stewards - The Union may appoint a reasonable number of shop stewards. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the Department of Parks and Recreation with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall be regular employees and shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating

thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

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

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

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

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

14.6.2 One copy of department safety committee meeting minutes may be requested by the Union from the Department Safety Officer per each community center where employees of this bargaining unit are employed if such minutes are not posted or available for review from the supervisor at the work site.

14.6.3 If an employee reasonably believes equipment or materials required in the performance of his or her job is not safeguarded for proper and safe use, the employee shall report the perceived problem to his or her supervisor. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The department, upon written request from the Union, shall provide space on existing bulletin boards for the use of the Union in a limited number of areas accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are

controversial or political in nature. All material posted by the Union shall be officially identified as such.

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

A. Grant the employee's request; or

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

14.8.1 In construing this Section, it is understood that:

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

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

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

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

14.9 Metro Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

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

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

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

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

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

14.13.1 Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination is such case shall be final, binding, and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to the 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.

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

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

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

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

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

14.17.1 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:

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

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

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

14.18 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with the interest of developing an employee's career, the City may offer employees on the job training, cross-jurisdictional training, and/or job shadowing and mentoring opportunities. Employees may engage in limited duties of other job titles, but such performance of duties will not constitute work outside of his/her classification.

14.19 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.

14.20 The Union and the City agree to the following:

A. A reopener on impacts associated with the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;

C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,

D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 15 -- LABOR-MANAGEMENT COMMITTEE

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

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

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

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

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

15.3.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment

offer, if qualified, will terminate his/her rights under this Employment Security provision.

ARTICLE 16 -- WORK STOPPAGES

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

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

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

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

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

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

ARTICLE 17 -- RIGHTS OF MANAGEMENT

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

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

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

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

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

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

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

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

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

H. Control the budget.

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

ARTICLE 18 -- SUBORDINATION OF AGREEMENT

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

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

ARTICLE 19 -- ENTIRE AGREEMENT

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

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

ARTICLE 20 -- GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

20.6.2.1 With Mediation:

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

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

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

C. If the grievance is not resolved through mediation, the division head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated supervisor, the section manager, the department labor relations officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend said meeting. The division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

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

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

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

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

B. Nature of the alleged violation;

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

D. Remedy sought.

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

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

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

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

to unforeseen delays, the time for the classification review will exceed the six (6) month period.

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

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

1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; 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 with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's 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 Article 20, Section 20.6.4.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 -- SAVINGS CLAUSE

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

ARTICLE 22 -- DISCIPLINARY ACTIONS

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

A. Verbal warning;

B. Written reprimand;

C. Suspension;

D. Demotion; or

E. Termination.

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

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

ARTICLE 23 -- TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31,2018.

23.2 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless 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

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

PSIE Local 1239

Ordinance No. _____

By _____
Ian Gordon, President

By _____
Edward B. Murray, Mayor

By _____
David Bracilano
Labor Relations Director

APPENDIX A

Recreation Leaders and Attendants in Seattle Department of Parks and Recreation

A.1 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m	Step G 67-78m	Step H 79-90m
Recreation Attendant	13.69	14.71	15.26	15.85	16.37	16.92	17.62	19.09
Recreation Leader	16.75	18.46	20.04	21.77	23.49	25.20	26.91	26.91
Rental Attendant	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66

A.2 Effective April 1, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m	Step G 67-78m	Step H 79-90m
Recreation Attendant	15.00	15.00	15.26	15.85	16.37	16.92	17.62	19.09
Recreation Leader	16.75	18.46	20.04	21.77	23.49	25.20	26.91	26.91
Rental Attendant	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66

A.3 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m	Step G 67-78m	Step H 79-90m
Recreation Attendant	15.30	15.30	15.57	16.17	16.70	17.26	17.97	19.47
Recreation Leader	17.09	18.83	20.44	22.21	23.96	25.70	27.45	27.45
Rental Attendant	18.01	18.01	18.01	18.01	18.01	18.01	18.01	18.01

A.4 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m	Step G 67-78m	Step H 79-90m
Recreation Attendant	15.68	15.68	15.96	16.57	17.12	17.69	18.42	19.96
Recreation Leader	17.52	19.30	20.95	22.77	24.56	26.34	28.14	28.14
Rental Attendant	18.46	18.46	18.46	18.46	18.46	18.46	18.46	18.46

A.5 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m	Step G 67-78m	Step H 79-90m
Recreation Attendant	16.11	16.11	16.40	17.03	17.59	18.18	18.93	20.51
Recreation Leader	18.00	19.83	21.53	23.40	25.24	27.06	28.91	28.91
Rental Attendant	18.97	18.97	18.97	18.97	18.97	18.97	18.97	18.97

A.6 The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.4 and any discrepancies shall be governed by those Articles.

APPENDIX B

Lifeguards and Senior Lifeguards in Seattle Department of Parks and Recreation

B.1 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	18.38	19.08	19.86	20.63	20.63	20.63
Lifeguard	15.75	16.36	17.00	17.69	18.36	19.06

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

B.1.1 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	18.75	19.46	20.26	21.04	21.04	21.04
Lifeguard	16.07	16.69	17.34	18.04	18.73	19.44

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

B.1.2 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	19.22	19.95	20.77	21.57	21.57	21.57
Lifeguard	16.47	17.11	17.77	18.49	19.20	19.93

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

B.1.3 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

	Step A 00-06m	Step B 07-18m	Step C 19-30m	Step D 31-42m	Step E 43-54m	Step F 55-66m
Senior Lifeguard	19.75	20.50	21.34	22.16	22.16	22.16
Lifeguard	16.92	17.58	18.26	19.00	19.73	20.48

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

B.1.3.1 The rates in Appendix B are illustrative of the increases provided in Articles 4.1.1 through 4.1.4 and any discrepancies shall be governed by those Articles.

B.2 The following specific working conditions shall only apply to regular full-time and part-time Senior Lifeguards and Lifeguards. (Applies to the regular Senior Lifeguards and regular Lifeguards working at the outdoor pools, beaches, and wading pools. If provisions are not specified, they apply to both indoor pool and outdoor programs.)

B.3 In place of 5.1 – Hours - The Department retains the right to continue working split shifts. Regular work hours are 10:00 a.m. to 10:00 p.m. Hours worked over 40 hours per week shall be paid one and one-half (1½) times the base hourly rate. There shall be the flexibility to request employees work additional hours, change hours assigned, and add or delete hours with reasonable notice. Employee may be assigned to work any day, even their normal days off during the seven (7) day workweek of Wednesday through Tuesday.

B.4 Each member of the staff will be given a schedule of his or her working hours. Staff will be expected to remain at the pool during the specified time and may leave only when an emergency occurs or when they are authorized to do so by their supervisor. Under no conditions may the pool be left unattended when there are people in the natatorium.

B.5 In place of the third paragraph of 5.1.1 for Meal Period - Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked through the scheduled meal period shall be compensated at one and one half (1½) times the straight time rate of pay.

B.6 In place of 8.1.8.1 – Prompt Notification - The employee shall promptly notify the immediate supervisor or another appropriate person, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more

than one (1) day, notification on his/her first day off with an expected date of return shall suffice. The employee shall notify, as far as possible in advance of the scheduled time to report for work, particularly where a relief replacement is necessary when the employee is absent.

B.7 Rotation - The rotation schedule will be determined by the safety needs of the pool and are subject to the discretion of the supervisor. Work hours include rotation and non-rotation work. While not in the rotation, the lifeguard is still on duty. Casual, social discussion between lifeguards and/or pool patrons while actively guarding is prohibited.

B.8 The employee must always be aware that they are a vital part of the team that is responsible for guarding and maintaining the safety of the facility.

B.8.1 The City shall provide employees with the appropriate training in the safe operation of any equipment prior to its use.

B.9 Certifications - Certification requirements per job announcement must be in place in order to be hired, and the employee will obtain these certifications at their own expense. (Water Safety Instructor [WSI] certification can be obtained on work release as long as it does not create an overtime situation.) Once hired, re-certification may be obtained on work release time and at City expense. (Books and materials needed for re-certification processes will be made available to be borrowed by employees.) If an employee allows their certification(s) to lapse, re-certification must be obtained on employee's own time, and at their own expense.

B.9.1 Required certifications shall be those designated as such in the current Department of Parks and Recreation Swimming Pool Manual.

B.9.2 The pool supervisor will keep a copy of certification records, cards and/or copies of WSI paperwork on file. Every six (6) months certifications will be checked and regular Senior Lifeguards and regular Lifeguards will be notified by supervisor if they need to obtain re-certification before the next six (6) month check. If regular Senior Lifeguards and regular Lifeguards let their certification lapse, they will not be able to work because of State, County, and City regulations and requirements. Regular Senior Lifeguards and regular Lifeguards with lapsed certifications will be placed on unpaid leave until their certifications are restored.

B.10 Fit for Duty - Regular Senior Lifeguards and regular Lifeguards must be physically fit and mentally prepared to perform in an emergency situation. Regular Senior Lifeguards and regular Lifeguards should always be open to improving their aquatic skills and knowledge. Regular Senior Lifeguards and regular Lifeguards will be allowed to swim at no charge in City indoor pools in order to maintain their fitness.

B.11 Beach Staff Only - Fit for Duty. Beach regular Senior Lifeguards and regular Lifeguards are required to do a minimum five hundred (500) yards swimming workout every day they work, and a recorded one hundred (100) yard swim for time each week. In addition, employees must do a boat time and paddle time once a week and record it with the supervisor. Workout will be done during the regular Senior Lifeguard's or regular Lifeguard's regularly assigned shift during time designated by supervisor. Regular Senior lifeguards and regular Lifeguards shall be paid for this time.

B.12 Training - Staff training will be conducted on a regular basis. Participation is mandatory. Occasionally employees may be asked to come into work on their normally scheduled day off to participate in a staff training session. Notification of training will be given two (2) weeks in advance.

B.13 Travel/Conference/Work Release - Attendance at training and conferences outside the city will normally be considered an eight (8) hour workday.

B.14 Body Jewelry - For the safety of aquatic staff and participants, body jewelry that could be caught, snagged or pulled must be removed or covered while guarding or teaching. Employees must not wear watches, rings, necklaces, bracelets, and other jewelry, which may potentially harm a participant or an employee.

B.15 Beach Staff Only - Call-In. Beach operations may require beach regular Senior Lifeguards and regular Lifeguards to call in to see if additional lifeguards are needed that day. Regular Senior Lifeguards and regular Lifeguards can obtain additional work hours or overtime by replying affirmatively. There will be no disciplinary action for not taking on additional hours.

B.16 Stand-By - If a part-time regular Senior Lifeguard or regular Lifeguard chooses to pick up additional work outside their regularly scheduled hours of work by teaching private lessons and/or working super-deluxe birthday party assignments, employee will be paid standby rate of pay (5.8.2) for any unpaid break sixty (60) minutes or less between these assignments. If there is a break between assignments which is over sixty (60) minutes the entire break will be on the employee's own time.

B.17 Hair - For the safety of aquatic staff and participants, hairstyles and hair lengths must allow for the unimpaired performance of job responsibilities.

B.17.1 Facial hair must be maintained at a length that will not affect the use of required facial equipment.

B.18 Blood borne Pathogens - To reduce the risk of disease transmission, aquatic staff must wear protective gear when there is a possibility of coming in

contact with bodily fluids, performing first aid or CPR. Contaminated gloves, dressings or other materials must be properly disposed of.

B.19 Hepatitis B Vaccination - Regular Senior Lifeguards and regular Lifeguards are required to obtain Hepatitis B vaccination series at Department cost or must waive that participation in writing.

B.20 Swimsuits or trunks can have a small company logo on the outer edge not to exceed one (1) square inch maximum (1"x1").

B.21 Uniforms - Appropriate lifeguard uniforms shall consist of either a solid red non-see-through suit (a one piece tank or body suit or an appropriate two-piece athletic style tank suit) or non-see-through red boxer style trunks. Employees will be issued a whistle and a lifeguard shirt, and for the beach staff, a hat which are to be worn at all times while on duty in the rotation or out of rotation. While on duty, the staff uniform must be worn.

B.22 Premium Pays and Allowances - The following premium pays and allowances apply to all classifications covered under this Appendix.

B.22.1 Clothing Allowance - The City will pay the amounts in A through D below per Agreement year to each employee to cover swimsuits and trunks. In addition, each employee shall be provided one (1) t-shirt per year to be worn on the job. One additional t-shirt may be provided to the employee as a replacement t-shirt due to reasonable wear and tear.

A. Effective January 1, 2015, one hundred dollars ($100)

B. Effective January 1, 2016, one hundred twenty dollars ($120)

C. Effective January 1, 2017, one hundred forty dollars ($140)

D. Effective January 1, 2018, one hundred forty dollars ($140)

B.22.2 Teaching Water Exercise - Employees who are assigned to teach water exercise and/or who hold a current water exercise certificate accepted by the City of Seattle Department of Parks and Recreation shall be paid an additional hourly premium of ninety cents ($0.90) while teaching water exercise.

B.22.3 Monitoring of the Facility - Employees when assigned to the monitoring of the facility and program in the absence of a higher-level supervisor for three (3) consecutive hours or more shall be paid an additional hourly premium pay of one dollar ($1.00) per hour while so assigned.

B.22.3.1 Management will make a good faith effort to assign the monitoring of the facility in a fair and equitable manner.

B.22.4 Working Split Shift - Employees working split shifts where there is greater than two (2) hours split in an eight hour shift shall additionally receive a premium of ninety cents ($0.90) for each hour worked following the (greater than two (2) hours) split.

B22.5 Early Morning Lap Swim - Employees shall additionally receive a premium of ninety cents ($0.90) for each hour when working the early morning lap swim if they have not had twelve (12) hours of turnaround time from the termination of their previous day's regular shift.

B22.6 Permanent part time employees only - Permanent part time employees may be offered additional assignments and/or hours within the same title or in other titles in the same or different facility for which they meet minimum qualifications and accept those hours on a volunteer basis. The assignment will not be deemed a "call back" and will not be subject to the split shift premium provision described in Appendix B, section 20.5 of this Agreement. Employees who voluntarily accept additional hours in a lower or different classification will be paid within that classification at the salary step closest to their rate salary step. Employees must obtain supervisor approval before working overtime, and shall not be allowed to accrue compensatory time in lieu of overtime pay.