RESOLUTION No. 30811

Drago

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 to be effective through December 31, 2007.

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|---|---|
| Introduced: OCT 24 2005 | By: DRAGO |
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| Reported: 10-24-05 | |
| Passed: 10-24-05 | Signed: |
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Law Department

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Norma McKinney/David Bracilano
PERS Court Marshals 2005-07 Resolution
October 11, 2005
Version # 1

**RESOLUTION** 30811

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 to be effective through December 31, 2007.

WHEREAS, a collective bargaining agreement between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600, as the representative of City employees within the Municipal Court Marshal classification, expired as of December 31, 2004; and

WHEREAS, collective bargaining between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600, as a part of the Coalition of City Unions, has led to an agreement concerning wages, health care benefits, retirement benefits and other conditions of employment as specified in the collective bargaining agreement that are consistent with the Coordinated Bargaining Tentative Agreement or with Ordinance 121885 authorizing a military wage supplement; and

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

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:**

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the Agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild to be effective through December 31, 2007, in the form attached hereto, provided that the collective bargaining agreement has been ratified by the Union which is a party to the agreement being signed.



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Adopted by the City Council the 24th day of October, 2005, and signed by me in open session in authentication of its adoption this 24th day of October, 2005.

President _____ of the City Council

THE MAYOR CONCURRING:

Gregory J. Nickels, Mayor

Filed by me this 31st day of October, 2005.

City Clerk

(Seal)

Attachments:

Attachment 1: Agreement by and between the City of Seattle/Municipal Court and Seattle Municipal Court Marshals' Guild

Attachment 2: Coordinated Bargaining Tentative Agreement Between the City of Seattle and the Coalition of City Unions

Attachment 3: Ordinance 121885



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AGREEMENT
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective through December 31, -20047

Attachment 1

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AGREEMENT

by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

## PREAMBLE

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

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



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## ARTICLE 1 -- NON-DISCRIMINATION

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



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## ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Guild as the exclusive collective bargaining representative of the collective bargaining unit described in decisions(s) emanating from Washington State Public Employment Relations Commission Case No. 14080-E-98-02353. The final decision from the Commission shall be binding upon the parties.

2.2 It is fully understood by both parties that in reaching this Agreement neither party has waived its arguments before the Public Employment Relations Commission relative to the inclusion or exclusion of certain classifications or positions within the bargaining unit petitioned for under PERC Case No. 14080-E-98-02353.

2.3 It is understood that neither party will use this Agreement in any way or in any proceedings to corroborate its position relative to the aforementioned PERC case. Both parties agree that this Agreement sets no precedent for purposes of determining the scope of the bargaining unit being contested under PERC Case No. 14080-E-98-02353.

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

2.4.1 Temporary employees shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed.

2.4.2 Premiums Applicable Only To City Of Seattle Temporary Employees - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

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

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

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

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



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twenty-five percent [25%] premium pay.)

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

2.4.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.4.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.4.2.2 The premium pay in Section 2.4.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

2.4.3 Temporary Employee Medical and Dental Eligibility - Once a temporary employee has worked at least one thousand forty (1040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.4.4 Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1 1/2) times



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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.

2.4.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.4.7.

2.4.6 Premium pay set forth within Section 2.4.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.4.2.2, 2.4.3, and 2.4.4.

2.4.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.4.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.4.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.4.2 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



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(4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.4.2 where it has already been doing so and it may in such cases reduce the minimum paid to the affected employees by the applicable percentage.

2.4.8 The premium pay provisions set forth within Section 2.4.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods), it shall be presumed that the employees break in service was voluntary.

2.4.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City shall not use temporary employees to supplant permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.4.2 or solely to avoid considering creation of permanent positions.

2.4.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12.



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## ARTICLE 3 -- RIGHTS OF MANAGEMENT

3.1 The management of the Seattle Municipal Court and the direction of the work force are vested exclusively in the Employer, except as may be limited by an express provision of this Agreement.

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

A. To recruit, hire, assign, transfer, promote, discipline, or discharge employees;

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

C. The right to set standards of work performance and to evaluate performance;

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

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

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

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



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covered by this Agreement.

F. To temporarily assign employees to a specific job or position outside the bargaining unit for such purposes as peak workload demands; training; to fill-in for the absence of the Chief Marshal; emergency situations; and to accommodate injuries.

G. To maintain, administer, and modify, as deemed necessary, the Municipal Court Policies and Procedures;

H. To control the Municipal Court budget;

I. To determine rules relating to acceptable employee conduct;

J. To change, at any time, any work schedule/pay practice in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours work, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay, or to pay such employee for the actual hours worked;

K. To determine the uniform required to be worn, as well as the vendors to be used for the purchase of uniforms;

L. To conduct inspections to insure employees report for duty in a full and presentable uniform.

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



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## ARTICLE 4 -- GUILD MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members of the Guild within thirty (30) calendar days following the effective date of this Agreement and shall remain members in good standing ( as defined in the Guild's Constitution and By-laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.

4.2 It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after the effective date of this Agreement shall, within thirty (30) calendar days following such appointment, become and remain members in good standing in the Guild or pay an agency fee to the extent allowed by law.

4.3 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. If the employee and the Guild can not agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. Said contribution shall be deposited into a special interest-bearing account by the Guild and, at the end of the fiscal year, donated to the charity.

4.3.1 The records concerning the special charitable contributions by Right of Non-Association Members shall be available for inspection by the Court and by the contributors to the special account, upon reasonable notice.

4.4 The Employer will deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Guild, or service fees in lieu of dues, as certified by the Secretary of the Guild. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. If an improper deduction is made, the Guild will refund directly to the Employer any such amount upon presentation of proper evidence thereof.

4.5 The Employer will give new employees a union security notice form on which they will acknowledge their bargaining unit status. A copy of the signed form will be sent to the Guild.

4.6 The Guild will indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City, on account of actions taken by the City to comply with the provisions of this Article.



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## ARTICLE 5 -- GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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



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

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

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

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

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

With Mediation

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



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

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

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

Without Mediation

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

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above and shall be forwarded within ten (10) business days after receipt of the Step 2 answer to



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Step 3. Said grievance shall be submitted by the Executive Director or his/her designee and/or aggrieved employee to the City Director of Labor Relations with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

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

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

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

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

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

In the event the parties are unable to agree upon one of the above methods of selecting an arbitrator, or if the City's Director of Labor Relations or



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designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) business days of either the arbitrator selection meeting or the expiration of the ten (10) day period following the Director of Labor Relations' receipt of the Arbitration Demand. Copies of the arbitration demand shall be forwarded also to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court Human Resources Manager.

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

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

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

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

3. The cost of the arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case.

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

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American



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Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

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

5.7 Grievances involving discipline shall not be a proper subject for consideration under the contract grievance and arbitration procedure found in Sections 5.4 and 5.5. Disciplinary grievances involving suspension, demotion, or termination of employment shall be filed within fifteen (15) business days of written notice of the disciplinary action under the following procedure:

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

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

The disciplinary review panel shall consist of:

A. A representative of Municipal Court management who did not participate in the initiation or approval of the disciplinary action;

B. The City's Director of Labor Relations or his/her designee who shall serve as chairperson;

C. A panel member designated by the Guild;

D. The Human Resources Manager of the Court.

The panel shall conduct an informal hearing and provide its findings and recommendations to the Court Administrator and the Presiding Municipal Court Judge within twenty (20) business days from the date the hearing was concluded. The panel will use Daugherty's seven tests of just cause



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as a standard to determine if the disciplinary action is firmly and fairly grounded. The Presiding Judge shall make the final decision concerning the disciplinary action, which decision shall not be further appealable.



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## ARTICLE 6 -- WORK STOPPAGES

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



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## ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in "Appendix A" attached hereto and made a part of this Agreement.

7.2 ~~Effective January 2, 2002, the base wage rates shall be as displayed in "Appendix A" of this Agreement.~~ Effective December 29, 2004, wages will be increased by 2.5%.

7.3 ~~Effective January 1, 2003, the base wage rates, referenced in Section 7.2 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2002, over the same index for June2001; provided, however, said percentage increase shall not be less than two percent (2%), nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), as published by the Bureau of Labor Statistics.~~ Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

7.4 ~~Effective December 31, 2003, the base wage rates referenced in Section 7.3 above shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2003 over the same index for June2002; provided, however, said percentage increase shall not be less than two percent (2%), nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), as published by Bureau of Labor Statistics.~~ Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

~~7.4.1~~

~~The Coalition of City Unions may re-open the Labor Agreements of each Union that is a party to this Agreement by giving notice to the City by no later than February 15, 2003, for the express purpose of negotiating salary reviews and ancillary contract benefits. The results, if any, from said negotiations~~



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~~shall be effective as mutually agreed by the parties.~~

7.4.~~2~~1 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase. If that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

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



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## ARTICLE 8 -- WORK OUTSIDE OF CLASSIFICATION

8.1 Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the position are clearly outside of the scope of an employee's regular classification for a period in excess of eight (8) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion.

8.2 The department head or designee may temporarily assign an employee to perform the duties of a lower classification without a reduction in pay.

8.3 An employee temporarily assigned to perform the duties of a lower classification primarily for the benefit of the employee shall be paid at the rate of the lower classification.

8.4 If an employee is assigned by the department head or designee, pursuant to this Article, to perform all of the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

8.5 The Employer shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The Employer may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the Employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out-of-class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.



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

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

8.8 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to 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.



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## ARTICLE 9 -- ANNUAL VACATIONS

9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

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



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

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

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

9.7 The vacation allowance may be taken by an employee on an hourly basis at the discretion of the head of the department.

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

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

9.10 Where an employee has exhausted his/her sick balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence. Where the terms of this Section 9.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

9.11 The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employee to the greatest degree feasible. Provided, the parties agree that within ninety (90) days of the effective date of the Agreement, they will convene a labor-management meeting to jointly determine a seniority based vacation scheduling system which will be developed by September 30, 1999, and described in a Letter of Agreement.



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## ARTICLE 10 -- HOLIDAYS

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

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King, Jr's. Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving Day | Day immediately following Thanksgiving Day |
| Christmas Day | December 25 |
| First Personal Holiday | |
| Second Personal Holiday | |

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

10.2 ~~Employees on pay status on or prior to February 12 shall be entitled to use the first Personal Holiday as referenced in Section 10.1 during that calendar year. Employees on pay status on or prior to October 1 shall be entitled to use the second Personal Holiday as referenced in Section 10.1 during that calendar year.~~Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the department head, such lesser fraction of a day as shall be approved by the department head. Use of the Personal Holiday shall be requested in writing.

10.3 Employees who work on a holiday shall be paid for the holiday at their regular



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straight-time hourly rate of pay, and in addition shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

10.4 To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday.

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

10.6 Each holiday shall consist of eight (8) hours. Employees working 4/10 or other alternative work schedules will revert to a 5/8 schedule during holiday weeks. Subject to the approval of the Court Security Director, as an alternative, an employee may work the regular 4/10 schedule that week and be absent from work on the holiday for ten (10) hours. However, only eight (8) hours will be paid as holiday pay. The other two (2) hours must be covered by one of the following methods:

A. Use of accumulated compensatory time or vacation time;

B. Upon approval of the employee's supervisor, work the other two (2) hours on the employee's normally scheduled day off. The request for approval of this option must be made to the employee's supervisor at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls; or

C. Other method approved by the employee's supervisor and the Director of Court Security. Any such proposed, alternative method must be submitted to the Director of Court Security for approval at least two (2) weeks prior to the Monday of the calendar week in which the holiday falls.

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



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## ARTICLE 11 -- LEAVES

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

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

B. Disability due to pregnancy and/or childbirth.

C. Employee medical or dental appointments.

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

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

F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick credits shall be paid to his/her designated



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

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

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

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

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

B. When off work on a holiday.

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

11.5 Prerequisites for Payment

A. Prompt Notification: The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work. The department head or his/her designee shall establish a minimum reporting time prior to the beginning of a shift for such notice.



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

C. Filing Application: Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. Each supervisor shall obtain the necessary forms provided by the Personnel Department and make them available to the employee.

D. 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.

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

11.7 Industrial Injury or Illness:

A. Any employee who is disabled in the discharge of his/her duties, and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to



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exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.

B. Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 6A.

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

D. Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.



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

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

F. Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 6H. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 11.7A.

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

H. Sick leave shall not be used for any disability herein described except as allowed in Section 11.7B.

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

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

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



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

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

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

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

11.11 Pay for Deployed Military

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

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



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

12.1 Effective upon the signing of this agreement, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventative as self-insured plans, Washington Dental Service, Columbia Dental Service, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years2002, 2003, and 2004, the selection, addition, and/or elimination of medical, dental, and vision benefit plans and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

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

12.1.~~2~~1 For calendar years 200~~3~~6 and 200~~4~~7, the City shall pay ~~the equivalent of~~up to one hundred seven percent (107%) of the average City's cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. ~~If the premium costs for calendar years 2003 and/or 2004 are projected to be greater than one hundred seven percent (107%), the Labor-Management Health Care Committee will make adjustments to remain within the established one hundred seven percent (107%) parameters in accordance with the Memorandum of Agreement.~~ 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~~2 A Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

12.1.~~4~~3 Effective upon the signing of the agreement, new, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if



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hired on the first working day of the month).

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

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

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

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

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

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

The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2004, for the Base



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

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

12.5 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.



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## ARTICLE 13 -- RETIREMENT

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



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## ARTICLE 14 -- HOURS OF WORK AND OVERTIME

14.1 Normally, full-time employees shall be scheduled to work forty (40) hours per week. Part-time positions of between twenty (20) and forty (40) hours may be established by the Employer. Work shall be scheduled on the basis of five (5) day, forty (40) hour per week schedules; four (4) day, forty (40) hour per week schedules; or such other schedules as established by or agreed to by the Employer. Upon approval by the Employer, an employee's schedule may be revised. When the Employer determines to change work schedules and hours of work, notice of changes shall be provided to affected employees prior to implementation when possible. The Employer will make a good faith effort to discuss changes in employees' work schedules and hours of work prior to implementation.

14.2 All hours performed in excess of a regular, full-time employee's regularly scheduled shift of not less than eight (8) hours in any workday or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. Part-time and intermittent employees who are directed, by the Chief Marshal or his/her designee, to work beyond their normal work schedule hours resulting in work in excess of forty (40) hours in a seven (7) day work week, shall be paid for such overtime work at the rate of time and one-half (1-1/2) of the employee's hourly rate of pay.

In the event the overtime meets the definition of extraordinary overtime as defined in SMC 4.20.230, the employee shall be paid at a rate of two (2) times the employee's hourly rate of pay for all overtime hours worked.

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

14.4 When a regular full-time vacancy occurs in the Marshals' Unit, regular part-time employees shall be given first right of refusal based upon seniority unless skills, competencies, and abilities dictate otherwise. When the Employer advertises to fill a vacant position all bargaining unit employees who apply for the position will be guaranteed an initial interview. The Employer will make a good faith effort to appoint current bargaining unit employees to vacant higher-level bargaining unit positions.

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



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



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## ARTICLE 15 -- GENERAL CONDITIONS

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

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

15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall



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

15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars ($500) as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Twenty-five Dollars ($325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars ($150). Each new employee, on a one–time-only basis, will also be provided a new uniform jacket; however, if they leave the Court within the first year, they must return the jacket. If/when the Municipal Court makes a change in the uniform, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform including bulletproof vest.

15.5 Effective January 1, 2000, a fund equivalent to Two Thousand Four Hundred Eighty Dollars ($2,480) will be established; provided however, that any unspent fund dollars accumulated during the term of the current Agreement shall not carry forward beyond the expiration date of the current Agreement. Effective January 1, 2000, Twenty-four Dollars ($24.00) per employee per year shall be added to the fund. Such fund shall be administered by a labor-management committee for unbudgeted training, equipment and/or other job related needs.

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

15.7 Employee Participation in Contract Negotiations - The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective ~~July 11, 2001~~August 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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



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~~session as members of the Union's bargaining team during the respective employee's work hours or the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.~~ 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.

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

15.8 Employee Parking

~~A. A joint Labor-Management Committee shall be established within two (2) months following ratification of the Tentative Agreement between the parties that contains this Memorandum of Understanding. Said Committee shall be composed of six (6) members appointed by the City and six (6) members appointed by the Coalition of City Unions. The purpose for said Committee shall be to mutually examine the issues associated with employee parking brought forward by both the City and the Coalition of City Unions with a commitment that a good faith effort will be made by the Committee to identify options to address the issues for submission to the Coalition of City Unions, the Mayor and the City Council not less than eight (8) months following the ratification of the Tentative Agreement referenced herein. As part of the deliberations of the Committee, the respective appointees (City and Union) shall be responsible for communicating with their respective constituents for the purpose of helping to insure that the options ultimately submitted by the Committee to the Coalition of City Unions, the Mayor and the City Council will be ratified.~~

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

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



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January 1, 2003.

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

15.9 Safety Standards

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

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

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

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

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

15.10 Ethical Standards for Court Employees:

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



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bargaining unit status, all employees are expected to carry out their duties professionally and with a high level of integrity.

15.11 Criminal Background Investigations:

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

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



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## ARTICLE 16 -- SUBORDINATION OF AGREEMENT

16.1 It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable federal law, state law, and City Charter. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.

16.2 It is also understood that the parties hereto and the employees of the Employer are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.



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## ARTICLE 17 -- SAVINGS CLAUSE

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

17.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the express provision shall become null and void.



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## ARTICLE 18 -- ENTIRE AGREEMENT

18.1 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.

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



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## ARTICLE 19 -- TERM OF AGREEMENT

19.1 Upon execution by both parties, this Agreement shall become effective and shall remain in effect through December 31, 20047.



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

Signed this _____ day of _____,20025.

| SEATTLE MUNICIPAL COURT MARSHALS' GUILD | CITY OF SEATTLE<br>Executed under authority of<br>Ordinance _____<br>Ordinance _____<br>Resolution _____ |
|---|---|
| By_____ | By_____<br>Mayor |
| By_____ | By_____<br>Presiding Judge |
| By_____ | By_____<br>City Representative |



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SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

Hourly Base Wages as of ~~January 2, 2002~~December 29, 2004

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| Municipal Court Marshal | ~~18.72~~ 19.96 | ~~19.51~~ 20.81 | ~~20.28~~ 21.63 | ~~21.03~~ 22.43 | ~~21.84~~ 23.30 | ~~22.72~~ 24.22 |
| Municipal Court Marshal, Sr. | ~~21.84~~ 23.30 | ~~22.72~~ 24.22 | ~~23.60~~ 25.16 | ~~24.55~~ 26.18 | ~~25.52~~ 27.21 | |



CITY CLERK

*Coordinated Bargaining*

# TENTATIVE AGREEMENT

***Between the City of Seattle***
***And***
***The Coalition of City Unions***

***May 25, 2005***

## A. WAGES

1. Effective December 29, 2004, wages will be increased 2.5%.
2. Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.
3. Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.
4. For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

## B. HEALTH CARE

1. For the 2005 contract term, employee premium sharing and the status of the Rate Stabilization Fund shall be maintained as determined by the Health Care Committee at the last meeting of the Committee in September, 2004. In addition, The City will pay the equivalent of $1 million, annualized, for enhanced benefits implemented in 2005, which shall become a part of the "base" for the future City's cost obligations. The specific benefit enhancements will be determined by HC2. Further, the parties agree that eleven thousand dollars ($11,000) shall be utilized from the "Special" Rate Stabilization Fund (RSF) for the purpose of paying Aon Consulting to complete an analysis of the City's self-insured claims experience to identify potential Wellness and Disease Management Programs that would be best targeted to address the City's claims experience. Also, the parties commit to support Wellness and Disease Management Programs identified as a result of the Aon study for implementation in 2006, utilizing "Special" RSF through the Health Care Committee processes.



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**2.** The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit I and by reference is incorporated herein) as follows:

***a)*** The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs for a given program year (e.g. 2006 or 2007);

***b)*** The RSF shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 1, above;

***c)*** After the RSF has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and employees paying fifteen percent (15%) of the excess costs;

***d)*** **Intent: Plan designs are to be maintained during this Contract, not to be diminished.** The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year by the written, mutual agreement of the parties (Coalition of City Unions and the City);

***e)*** **Intent: Should the parties agree to reduce premium costs, the reduction would apply to City as well as employee premiums.** Use of resources from the RSF during either contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and

***f)*** No decision by the Health Care Committee shall be permitted that modifies the established percentages established in c), above.

## C. VOLUNTARY EMPLOYEE BENEFIT ACCOUNT (VEBA)

1. Beginning in the 2006 year of the agreement, any ratified collective bargaining agreement that contractually requires the placement of all employee sick leave cash-out resources at retirement into a **VEBA** account for use by the respective employee for post-retirement health care costs as allowed under the IRS regulations associated with such accounts will include an increase in the cash-out value of sick leave at retirement from twenty-five percent (25%) to thirty-five percent (35%).

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2. In addition to the cash-out of sick leave at retirement as provided herein, on an annual basis during the month of January, commencing in January of 2006, any active employee who would have a sick leave balance of at least 240 hours following the cash-out of accrued sick leave as described as follows may, by execution of the appropriate payroll authorization, cash out up to fifty percent (50%) of the unused sick leave allocation said employee accrued during the prior fiscal year at the cash-out value of thirty-five percent (35%) for placement in said employee's **VEBA** account in accordance with and for the uses as provided by applicable IRS regulations associated with such accounts. For example, if a given employee had a sick leave balance of 288 hours on January 1, 2006, and said employee used two days of sick leave from January 1, 2005, through December 31, 2005, said employee could, by execution of the appropriate payroll authorization, cash out up to 40 hours of sick leave at a cash-out value of 35% for placement in the employee's **VEBA** account.

## D. SUPPLEMENTAL PENSION PLANS

The City agrees to assess, on the basis of a specific proposal made by a Coalition Union either as part of the Coalition coordinated bargaining process or as part of the individual contract negotiations with a given Union, the acceptability to the City of a given supplemental pension proposal as a policy matter and respond promptly to the Union making such a proposal whether, and/or under what conditions, such a proposal would be acceptable.

## E. SICK LEAVE

The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

The expressed purpose for the proposed modification of said definition shall be to allow an employee to use sick leave because of an illness, injury, or health care appointment of an employee's sibling or adult child, or the sibling or adult child of an employee's spouse or domestic partner, in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider.

BMS CITY CLERK

## F. PAY FOR DEPLOYED MILITARY

All collective bargaining agreements established as a part of these negotiations shall be amended to include the following language:

"A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than ninety percent (90%) of their base pay as a City employee shall receive the difference between ninety percent (90%) of their City base pay and their military pay (plus adjustments).

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

## G. PERSONAL HOLIDAYS

If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") reports that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in the City's contribution level is required, the parties to this tentative agreement shall, upon the written request to the City by the Unions that are a party to this agreement, enter into negotiations solely and exclusively with respect to the issue of whether and/or to what extent and/or in what manner the number of Personal Holidays available to employees shall be increased.

## H. EMPLOYEE PARTICIPATION IN CONTRACT NEGOTIATIONS

The following shall be incorporated into each collective bargaining agreement that is the result of the coordinated bargaining process with the Coalition of City Unions:

**For All Coalition Unions Covered by a Corresponding Provision as Part of the 2001 Coalition Bargaining Process; and for Teamsters, Local 117, Evidence Warehouser/CSO's; and for WSCCCE, Local 21-P (PEO's)**

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

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

**For Joint Crafts Council**

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

1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for both Coordinated Bargaining with the Coalition of City Unions and bargaining on the Joint Crafts Council "boilerplate" language.
3. In addition to the above, no more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining on the Joint Crafts Council Appendices.
4. If the aggregate of one hundred (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

**Established this 25th day of May, 2005.**

**THE CITY OF SEATTLE**

| | |
|---|---|
| Michael R. Schoeppach<br>Director of Labor Relations | Norma McKinney<br>Personnel Director |

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**SIGNATORY UNIONS**

Scott Best, President
Seattle Police Dispatchers' Guild

George Duncalf, Business Representative
I.B.E.W., Local 46

Steve Bloom, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Brian Earl, President
G.C.I.U., Local 767-M

Dennis Conklin, Regional Director
Inlandboatmen's Union of the Pacific

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Bill Dennis, Staff Representative
W.S.C.C.C.E., Council 2 (Locals 2083 and 2083C)

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

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

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

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John L. Masterjohn, Business Manager
P.S.I.E., Local 1239

Ken Thompson, Business Representative
Teamsters, Local 763

Robert McCauley, Union Representative
Teamsters, Local 763

Wayne Thueringer, Business Representative
P.N.W.

Gary Powers, Business Representative
Boilermakers Union, Local 104

Beatrice Wells, President
Seattle Municipal Court Marshals' Guild
I.U.P.A., Local 600

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

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

Gregg Slaughter, Business Representative
Teamsters, Local 117

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

CITY CLERK

Norma McKinney/Kathy Steinmeyer
PERSMLOABenefits
July 12, 2005
Version #1

# ORDINANCE 121885

AN ORDINANCE superseding Ordinance121692 to authorize the Personnel Director to provide a wage supplement and health care benefits for employees who are mobilized by the United States Armed Forces for active military service.

WHEREAS, the City Council approved the extension of health care and other employee benefits to City of Seattle employees who were mobilized for active military duty in 2002, 2003, 2004 and 2005; and

WHEREAS, City of Seattle employees who are members of the United States military reserves and the National Guard continue to be activated for duty in Afghanistan, Iraq and elsewhere; and

WHEREAS, the City has determined to further support these employees by implementing a wage supplement program to pay them the difference between their base military wages and their base City wages, if higher, while they are on active military duty; NOW, THEREFORE,

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

Section 1. Effective July 27, 2005 any employee of the City of Seattle 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 receive the difference between his or her base military wage and the regular base rate of pay he or she would have received for his or her City position, if higher. All employees ordered to active military duty since January 1, 2005 and still on active military duty on July 27, 2005, and all employees activated for military duty thereafter shall be eligible for the wage supplement provided by this section pursuant to program guidelines and procedures developed by the Personnel Director consistent with Internal Revenue Service regulations.

Section 2. Any employee of the City of Seattle 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, including but not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment, provided as a benefit of their employment with the City of Seattle, at the same



Attachment 3

CITY CLERK

level and under the same conditions as though they were in the City's employ, pursuant to program guidelines and procedures developed by the Personnel Director. Eligibility for coverage shall be effective for the duration of the employee's active deployment but not to exceed five (5) years. The employee becomes eligible for coverage as an activated military reservist the month after he or she last has regular coverage as a result of being on City pay status.

Section 3. The authority granted under this ordinance shall expire on December 31, 2010 or when the United States Armed Forces officially withdraws from military operations in Afghanistan and Iraq, whichever occurs first.

Section 4. Any acts made consistent with the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

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

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

President _____ of the City Council

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

Gregory J. Nickels, Mayor

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

City Clerk

(Seal)



CITY CLERK

Form revised December 9, 2004

# FISCAL NOTE FOR NON-CAPITAL PROJECTS

| Department: | Contact Person/Phone: | DOF Analyst/Phone: |
|---|---|---|
| Personnel | David Bracilano/4-7874<br>Sarah Butler/4-7929 | Ellen Schroer/3-9841 |

**Legislation Title:**
A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 to be effective through December 31, 2007.

- **Summary of the Legislation:**

The attached resolution authorizes the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600. The collective bargaining agreement covers the period from January 1, 2005 through December 31, 2007. The agreement is consistent with the financial terms of the Tentative Agreement between the City of Seattle and the Coalition of City Unions which was signed on May 25, 2005 (Ordinance No. 121888), or, where the pay for deployed military provision applies, the City of Seattle's military wage supplement (Ordinance No. 121885). The Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 represents approximately 14 City employees within the Municipal Court Marshal classification.

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

The Collective Bargaining Agreement between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 expired on December 31, 2004. The City and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 began negotiations in May of 2005, and came to a tentative contract agreement in September of 2005.

- *Please check one of the following:*

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

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



DNS CITY CLERK

The employees covered by this collective bargaining agreement are a part of the Coalition of City Unions. The financial terms agreed to in the Collective Bargaining Agreement are reflected in the Coalition of City Unions' Tentative Agreement (Ordinance No. 121888), or the City of Seattle's military pay provision (Ordinance No. 121885).

Labor Relations developed the estimates below to approximate the 2005-07 costs of ratifying the new agreement. In the 4th quarter of 2005, the Executive will submit supplemental budget legislation that will make the appropriation changes necessary to implement the agreement. The legislation will provide spending authority to adjust Departments' 2005 salary and benefits budgets for 2005. The fiscal note accompanying the legislation will provide a more detailed and precise costing as it will be based upon Departments' actual expenditures.

Cost items associated with the Tentative Agreement include wages and employment benefits for the Coalition as well as non-represented employees, who have historically received equal increases in compensation. Coalition members and non-represented employee wages will increase by 2.5 percent in 2005, by 2.3 percent in 2006, and are projected to increase by 2.4 percent in 2007. The aggregate salary for Coalition members and non-represented employees will grow from $454.7 million in 2004 to approximately $488.3 million in 2007. The City will incur costs for salary-related benefits such as pension, social security, and medicare.



EMS CITY CLERK

# City of Seattle

Gregory J. Nickels, Mayor

**Office of the Mayor**

October 11, 2005

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

Dear Council President Drago:

I am pleased to transmit the attached proposed Resolution, which authorizes the execution of a Collective Bargaining Agreement between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 (hereafter referred to as the "Court Marshals' Guild"). The Court Marshals' Guild represents approximately 14 City employees within the Court Marshal classification.

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

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

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
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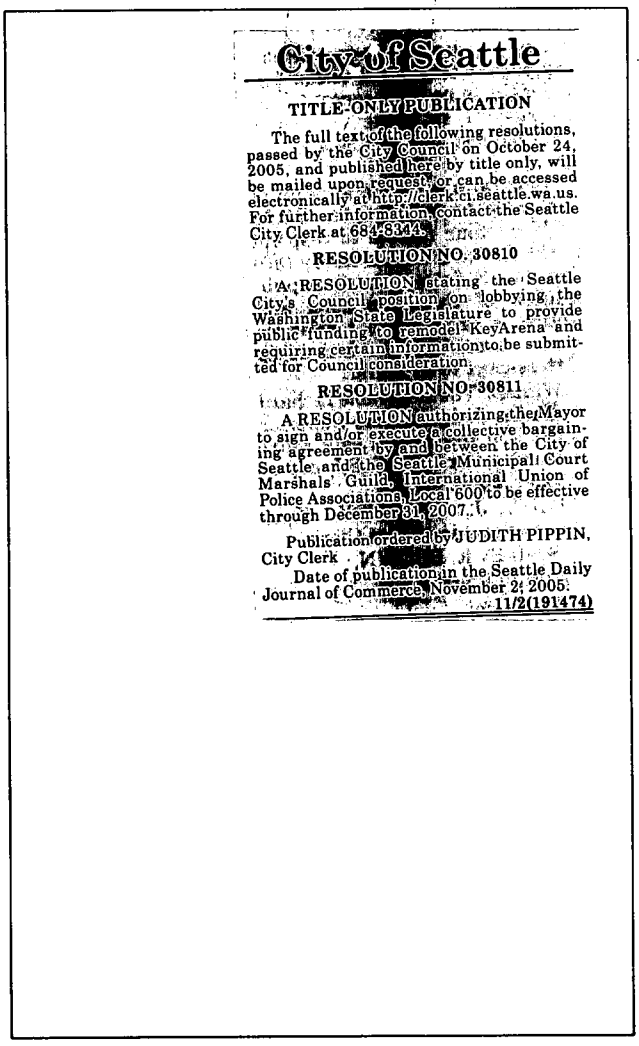
CITY CLERK

# State of Washington, King County



City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council on October 24, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

RESOLUTION NO. 30810

A RESOLUTION stating the Seattle City's Council position on lobbying the Washington State Legislature to provide public funding to remodel KeyArena and requiring certain information to be submitted for Council consideration.

RESOLUTION NO. 30811

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Municipal Court Marshals' Guild, International Union of Police Associations, Local 600 to be effective through December 31, 2007.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, November 2, 2005.

11/2(191474)

30811

# STATE OF WASHINGTON – KING COUNTY

--ss.

191474 No. RESOLUTION TITLE ONLY
CITY OF SEATTLE,CLERKS OFFICE

## Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:30810 & 30811 TITLES

was published on

11/02/05

The amount of the fee charged for the foregoing publication is the sum of $ 39.75, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 24, 2007

Subscribed and sworn to before me on
11/02/05

Notary public for the State of Washington,
residing in Seattle