RESOLUTION No. 30813

Jean 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 Police Dispatchers' Guild to be effective through December 31, 2007.

10-31-05 Adopted 9-0

Introduced: 10-31-05	By: Drago
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Reported: 10-31-05	
Passed: 10-31-05	Signed: 10-31-05
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Norma McKinney/David Bracilano
PERS Police Dispatchers 2005-07
October 25, 2005
Version # 1

RESOLUTION 30813

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Police Dispatchers' Guild to be effective through December 31, 2007.

WHEREAS, a collective bargaining agreement between the City of Seattle and the Seattle Police Dispatchers' Guild, as the representative of City employees within the Seattle Police Dispatchers' Guild classifications, expired as of December 31, 2004; and

WHEREAS, collective bargaining between the City of Seattle and the Seattle Police Dispatchers' Guild, 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 No. 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 Police Dispatchers' 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 party to the agreement being signed.

CITY CLERK

Adopted by the City Council the 31st day of October, 2005, and signed by me in open session in authentication of its adoption this 31st day of October, 2005.

Jan Drago
President _____ of the City Council

THE MAYOR CONCURRING:

Gregory J. Nickels, Mayor

Filed by me this 4th day of Nov, 2005.

Judith E Pippin
City Clerk

(Seal)

Attachments:

Attachment 1: Agreement by and between the City of Seattle and the Seattle Police Dispatchers' Guild

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

Attachment 3: Ordinance 121885

CITY CLERK

ord. 17888
Res 30813

FILED
CITY OF SEATTLE
2005 NOV 30 PM 2:10
CITY CLERK

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE DISPATCHERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers' Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions.

ARTICLE 1 - NON-DISCRIMINATION

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

1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

3.1 The City hereby recognizes the Seattle Police Dispatchers' Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include full-time and part-time employees.

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

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

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

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

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

3.2 The elected President, Vice President, Secretary-Treasurer, designated Shop Stewards, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild, empowered to act on behalf of the members of the unit for negotiating with the Employer.

3.3 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

ARTICLE 4 - RIGHTS OF MANAGEMENT

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

4.2 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine the number of shifts and the number of personnel assigned to such shifts; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1), (2), or (3) above shall be made by the department head, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head to contract out work under this provision, the Guild shall be notified. The department head 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 herein, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

4.4 Upon initial appointment of a new employee to a Dispatcher I position, management has the right to place the employee at any step on the Dispatcher I pay scale. Upon initial appointment of a new employee to a

Dispatcher II position and by mutual agreement of the parties, management may place the employee at any step on the Dispatcher II pay scale. Provided: if the new employee is eligible for consideration under Article 19.6 of this Agreement, the provisions of Article 19.6 will prevail.

4.5 Upon promotion of a radio trained Dispatcher I to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at an accelerated step on the Dispatcher II pay scale. Provided: no newly promoted Dispatcher II shall be placed at a higher step than any incumbent Dispatcher II without raising any such incumbent Dispatcher II to that higher step.

ARTICLE 5 - GUILD MEMBERSHIP AND DUES

5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

5.2 The City agrees to 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. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.

5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

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

5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Guild shall forward a "Request for Discharge

Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.

5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer against any and all liability arising out of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5.7 The Guild will administer the provisions of the Article with regard to membership or association of employees in accord with its obligations under the law. Any disputes concerning the amount of dues or fees and/or the responsibility of the Guild to the employees covered by this Agreement shall

not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE, LABOR-MANAGEMENT LEADERSHIP COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.

6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

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

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

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

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

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

This provision will extend only for the term of this Agreement, unless the parties mutually agree to extend this specific provision beyond the expiration of the Agreement.

ARTICLE 7 - WORK STOPPAGE

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process. As a means to settle a grievance, at any step in the grievance procedure the City may offer a monetary settlement as a full settlement of the subject grievance. If multiple grievants are involved in the dispute, each grievant will be permitted to individually make the choice of payment or continuing the grievance process. Any employee at any time may present his/her grievance to the employer and have such grievance settled without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at that grievance hearing and to make its views known, and as long as the settlement is not inconsistent with the terms of a collective bargaining agreement then in effect.

8.1.2 An employee has the right to have a Guild Representative present at each step of the grievance procedure.

Step 1. The contract grievance shall be presented in writing by the employee or Guild Representative, to the immediate supervisor within twenty (20) business days of the alleged contract violation. If the grievance is initiated by the employee, it will be the obligation of the employee to provide the Guild with a copy of the written grievance. The written grievance shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. There shall be no change in the nature of any grievance and the basis shall not be expanded after the initial submission of the grievance in written form. The immediate supervisor shall answer the grievance in writing within ten (10) business days after receipt of the alleged contract grievance. If the grievance was filed by an employee, the supervisor shall provide the Guild with a copy of the response to the grievance.

Step 2. If the contract grievance is not resolved as provided in Step 1, the employee or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Guild submits the grievance to the Bureau Chief, the Guild or the aggrieved employee or the Bureau Chief may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Guild. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. A Guild Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the 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 Bureau Chief and the Guild 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 Bureau Chief shall thereafter convene a meeting within ten (10) business days between the Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the

Guild and to the employee, if the grievance was initiated by the employee, within ten (10) business days after the contract grievance meeting.

Without Mediation:

The Bureau Chief shall 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 the Section Manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the Guild.

Step 3. If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's or employee's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative or employee within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police.

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

The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within ten (10) business days of receipt of the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild and the employee, if the grievance was initiated by the employee, an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer, but not the employee, may refer the grievance to arbitration. Referral to arbitration (PERC or AAA) must be made within twenty (20) business days after receipt of the decision in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding

arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification form the ADR Coordinator that the grievance was not resolved in mediation.

Either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the Guild and the Employer relative to the choice of an arbitrator from that list within ten (10) business days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration must be accompanied by the following information:

a. Identification of Section(s) of Agreement allegedly violated.

b. Details or nature of the alleged violation.

c. Position of party who is referring the grievance to arbitration.

d. Question(s) which the arbitrator is being asked to decide.

e. Remedy sought.

If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result of inaction by the initiating party, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

The Guild and the Employer agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

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

II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.

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

IV. 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.

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

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

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

8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.

8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limits shall result in the Guild being able to progress to the next step of the grievance procedure.

8.7 For the purposes of this Article, the date of receipt by the Guild of a grievance step reply from the City shall be defined as the date it was hand delivered to the Guild president, vice president or secretary-treasurer or the date signed for on a return receipt for certified mail delivered to the business office of the Guild.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement. The rates of pay referenced in A.1 are effective January 1, 2005.

9.1.1

A) Effective December 28, 2005, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) over the period from June 2004 through June 2005.

B) Effective December 27, 2006, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) over the period from June 2005 through June 2006.

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

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

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

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty. The work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The workday shall be eight (8) hours a day including mealtime and breaks. The schedule for employees in the Communications Section shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off. The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (12) City holidays are converted to sixteen (16) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the appropriate total furlough days per year. At the discretion of the Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle Police Department Communications Section management and the Guild.

10.1.1 Shift Schedules:

1st Watch	2300-0700 hours
2nd Watch	0700-1500 hours
3rd Watch	1500-2300 hours
4th Watch	1900-0300 hours
5th Watch	1100-1900 hours

10.2 All hours worked in excess of eight (8) in one (1) day, all hours worked on a scheduled furlough day and all hours worked in excess of forty (40) hours in a work week shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.1 Employees who work more than five (5) consecutive days as a result of a change in shift schedule or management canceling their scheduled time-off, shall be compensated at the rate of time-and-one-half for those hours worked on the days in excess of five (5). At the employee's option, this compensation

will be in the form of pay or compensatory time, in compliance with Section 10.4.

10.2.2 Employees who as a result of a change in shifts work more than eight (8) consecutive hours will be compensated at the rate of time-and-one-half for those additional consecutive hours worked in excess of eight (8). Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.3 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.2.4 An employee shall be entitled to extraordinary overtime, as provided by SMC 4.20.230, only under the following circumstances:

A. The Mayor has issued an Emergency Proclamation; and

B. The Police Communications Director has determined that continuing to maintain the emergency status of Communications Section personnel is necessary to respond to the emergency; and

C. The employee has been assigned overtime to provide additional staff beyond normal levels to meet the emergency. For example: if eighteen (18) employees is normal staffing for a given shift and because of the emergency, the Police Communications Director determines that twenty (20) employees are needed, the two (2) employees assigned overtime to fill positions nineteen (19) and twenty (20) would receive extraordinary overtime compensation. Under the same scenario, if only sixteen (16) employees reported for the shift, the two (2) employees assigned to fill positions seventeen (17) and eighteen (18) would receive time and one-half overtime.

10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses, in accordance with the provisions of 10.4.

10.4 The maximum balance of compensatory time which an employee may accumulate will be twenty-four (24) hours. Employees will not knowingly apply for compensatory time when that application would exceed the twenty-four (24) hour limit.

10.5 When overtime assignments are necessitated because of a shortage of bargaining unit members, bargaining unit members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage. An

employee shall be paid six dollars ($6.00) compensation for a meal when specifically directed by the City to work two (2) hours or longer before or after working a normal shift of at least eight (8) hours or to work two (2) hours or longer before or after working a shift of at least eight (8) hours when called in to work on a furlough day. Any mandatory training overtime of three hours or more that does not include all classes of employees will be considered mandatory overtime for the purpose of earning mandatory credits.

A. "Voluntary overtime" is overtime that is assigned by a Supervisor to employees who volunteer for the work.
B. "Mandatory overtime" is overtime that is assigned by a Supervisor in the absence of employees volunteering for the work and mandatory training overtime of three hours or more that does not include all classes of employees.
C. "Voluntary mandatory overtime" is shift extension overtime that is assigned by a Supervisor one day or less in advance that would be a mandatory overtime assignment, if an employee did not volunteer for the assignment.

10.5.1 Overtime will normally be assigned on a volunteer basis and shall be divided as equally as possible among those employees with the appropriate skill level who desire to work overtime. However, employees who are on mandatory sick reporting may not work voluntary overtime. These restrictions do not apply to the remaining provisions regarding mandatory overtime.

In the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this agreement, starting with the least senior person provided that the following procedures shall apply.

(A) The Supervisor will first ask for volunteers for overtime.

(B) If additional personnel are needed, the Supervisor will ask for volunteers for voluntary mandatory overtime and will then assign mandatory overtime as follows:

(1) A mandatory overtime log will be maintained at the Shift Supervisor's workstation. Employees will be listed in reverse seniority. The employees selected for mandatory overtime will have the fewest mandatory credits or be less senior than those with equal credits. Once an employee has been assigned mandatory overtime, the Supervisor will note the month/day/year and the number of mandatory overtime hours worked next to the name of the employee being so assigned.. Employees will receive one mandatory overtime credit each time they work mandatory overtime on furloughs, discretionary time or on consecutive work shifts not separated by furloughs will receive two (2) mandatory overtime

credits. The additional credit for work on consecutive shifts will be received for the second shift worked, if that shift was not voluntary mandatory overtime (i.e., to qualify for the credit, the second shift cannot be voluntary mandatory overtime, but the first overtime shift can be voluntary mandatory overtime).

(2) Selection of employees for mandatory overtime for either half of any shift will be from those employees scheduled to work on the temporally adjacent shift. Provided that, of those present, or scheduled to be present on the adjacent shift employees may be assigned voluntary mandatory overtime out of order one day in advance or less. Voluntary mandatory overtime will not be assigned to employees on furloughs. There are no restrictions on the number of voluntary mandatory overtime assignments an employee may work during their work week as long as they are shift extensions. A voluntary mandatory overtime assignment may release another employee assigned mandatory overtime. The employee released must have the most mandatory overtime credits in the log book. If more than one employee voices said request, the employee with the fewest mandatory overtime credits will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. For anticipated mandatory overtime, assignments will be made five (5) days of less in advance.

A. If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with the above procedures will first assign mandatory overtime to employees on two (2) consecutive work shifts so they have two consecutive days of mandatory overtime, provided that this mandatory assignment shall not result in an employee working or being scheduled to work more than twelve (12) hours of overtime (voluntary or mandatory) during their work week. If there is still a need for additional employees, the supervisor will assign mandatory overtime to employees who have worked twelve (12) hours or more, but not more than sixteen (16) hours of overtime during their work week, provided that employees will not be assigned three (3) consecutive shifts of mandatory overtime. If thee is still a need for additional employees, the supervisor will first call in employees from the shift the overtime is needed who are on regularly scheduled furloughs and then those employees

from the shift the overtime is needed who are on scheduled discretionary time of less than five (5) days.

B. In the event the next eligible employee for mandatory overtime does not have the necessary skill level needed to the staff the watch, the Shift Supervisor will go to the next eligible employee having that skill level. (This should only be done when shifting personnel within workstations will not provide the skill mix necessary to operate the shift.)

(3) Any credits for mandatory overtime will expire one year after they are acquired.

(4) Employees may be permitted to work less than four (4) hours of mandatory overtime. If less than three (3) hours of overtime are worked, the employee will not receive a mandatory overtime credit. For mandatory training, the employee will not receive a mandatory overtime credit if less than three (3) hours of overtime for training are worked.

(5) Under normal conditions, the following circumstances will merit an exemption from mandatory overtime consideration:

a) If by assigning such overtime, the employee would have less than twelve (12) hours off duty before reporting for their next work assignment.

b) If employees, as a result of a change in shifts or canceled furlough days, are scheduled to work more than five (5) days in a row. This exemption will stand until such time the employee has had at least one day off duty of furlough, paid or unpaid leave.

c) If employees have already worked or are scheduled to work twelve (12) consecutive hours, they cannot be assigned mandatory overtime at the start or the end of that work period. However, an employee previously scheduled for mandatory overtime may not volunteer for overtime to avoid their assigned mandatory overtime.

d) If an employee can demonstrate that he/she is ill or has a close relative, as defined by Section 14.2, with an illness that requires their attention.

e) If the employee can demonstrate that he/she or any close relative, as defined in Section 14.2, that the employee is caring for has a previously scheduled medical or dental appointment the employee will be exempt from mandatory overtime. The employee may be required to provide verification of the medical/dental appointment

f) If child care problems exist, AND less than twenty-four (24) hours notice of said mandatory assignment is given; provided that no employee shall attempt to consistently avoid mandatory overtime through the use of this exception.

g) If by assigning such overtime, it would cause the employee to work consecutive work shifts of mandatory overtime not separated by furloughs, except as provided by subsection (2)(A) above.

h) If the employee has already worked or is scheduled to work twelve (12) hours or more of overtime during their normal five consecutive work days. If it can be demonstrated that an employee later refused a voluntary overtime assignment to avoid a mandatory assignment, the employee will forfeit one (1) mandatory credit.

i) When an employee has an approved vacation request for five (5) or more discretionary/furlough days, they will not normally be assigned mandatory overtime during that period.

j) With respect to mandatory overtime shifts separated by furloughs for first watch employees, those employees can be assigned mandatory overtime at the end of their shift on the last day of their regular work week or before their shift on their day of the next week, but not both.

k) Each employee will be annually given two (2) mandatory exemption opportunities for each calendar year. Requesting to use a mandatory exemption will allow an employee to be exempt from the normal mandatory overtime selection process. These exemptions may be used by an employee who is contacted in person or by telephone. Once an exemption has been used it will not be rescinded. These exemptions cannot be used in the event Section 10.2.4 has been implemented. Under normal conditions, employees will not be permitted to use these exemptions for the following dates and events: Fat Tuesday and the Friday and Saturday prior to Fat Tuesday, July 4th 1500 hours to July 5th 0300 hours; Torchlight Parade from 1500 hours

to 0300 hours; the weekend of the hydro plane race; Halloween from 1500 hours to 0300 hours; Thanksgiving Day; November 30; Christmas Eve from 1500 hours to 2300 hours; Christmas Day; New Year's Eve from 1500 hours to 2300 hours; and New Year's Day. These exemptions may not be used, if an employee on furlough or discretionary time needs to be called in to work a mandatory assignment. Not more than three (3) employees for each shift requiring mandatory overtime assignments will be allowed to use the exemptions. These exemptions may be used if it causes an employee to work two (2) consecutive mandatory overtime assignments and if it causes an employee to work a mandatory assignment when they have already worked or are scheduled to work twelve (12) hours of overtime during their work week, but no more than sixteen (16) hours of overtime during their work week. These exemptions may not be used if it causes an employee to work three (3) consecutive mandatory assignments or to work more than sixteen (16) hours of overtime during their work week. If an employee has used an exemption and is then released from a mandatory overtime assignment, the exemption will be restored as appropriate.

l) The Guild will annually be given two (2) mandatory exemption opportunities for each calendar year. The Guild exemptions may be used by employees to attend to official Guild business.

m) Employees who are: (1) being trained or acting as the trainer during secondary training, primary training, primary school, radio training, or radio school; or (2) receiving remedial training or evaluations may, at the discretion of the Director of Communications, be exempt from mandatory overtime or restricted from performing voluntary overtime during the training or evaluation. No employee exempt from mandatory overtime during training or an evaluation may volunteer for overtime, and no employee restricted from performing voluntary overtime during training or an evaluation shall be required to perform mandatory overtime.

n) The Guild President will not be subject to mandatory overtime, if it interferes with official Guild business. The officers and shop stewards of the Guild will not be subject to mandatory overtime, if it conflicts with scheduled monthly board meetings or negotiations sessions. The Guild shall provide at least six (6) days notice to the Lieutenant and the Director of the date and time of the board meeting and of the duty status of those who will attend. The use of Guild Days will be subject to section 18.4 of this Agreement.

10.6 Whenever a bargaining unit member is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at

a higher paid classification within the bargaining unit for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification at a step which is closest to a 4% increase while performing such duties and accepting such responsibility; provided, compensation for Dispatcher IIIs working out of classification as the Chief Dispatcher shall be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Provided further, employees eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.1 Effective October 1, 1995, whenever a Dispatcher III or Chief Dispatcher is assigned by proper authority to perform all of the non-sworn duties and accept all of the non-sworn responsibility of an employee at a higher paid classification as an Acting Supervisor for a period of four (4) consecutive hours or longer, he/she shall be paid at a step closest to a 6% increase above the Chief Dispatcher step wage rate they are entitled to while performing such duties and accepting such responsibility. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.2 An employee temporarily assigned to perform the duties of a lower classification for the benefit of the employee and voluntarily agreed to by the employee shall be paid at the rate of the lower classification which is nearest the salary rate the employee is currently receiving in the higher classification. Upon completion of this temporary assignment, the employee shall be returned to his/her previous classification and pay step. For the purposes of yearly pay step increases, time spent in the lower classification will count as continuous time worked within the normal classification. An employee temporarily assigned to perform the duties of a lower classification by management shall be paid at their normal rate.

10.6.3 Dispatcher II's Trained for Chief Dispatcher Duties

1. The trained DII's will be assigned to work as an acting Chief Dispatcher at least 16 hours per month in order to maintain that skill set.

2. Scheduling will be coordinated in a manner that allows both Dispatcher III's and trained Dispatcher II's to work at least 16 hours per month as acting Chief Dispatchers. Scheduling of DII's and DIII's skill maintenance assignments will be made at the beginning of the month by the supervisor. If by necessity the DII's and DIII's work additional assignments at the CD position their skill maintenance assignments will not be adjusted.

3. Chief Dispatchers who are working will not "bump" any Dispatcher II or III who is assigned to a skill maintenance tour at the Chief Dispatcher console.

4. Once trained, these Dispatcher II's would be eligible to volunteer for overtime that requires a Dispatcher III or Chief Dispatcher duties and would be subject to mandatory overtime assignments requiring a Dispatcher III or Chief Dispatcher duties.

5. Dispatcher II's working out of class will be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Out of class assignments must be of four hours duration or longer to be paid at the higher rate. Dispatcher II's performing duties of Dispatcher III will be paid out of class as a Dispatcher III when relieving the Chief Dispatcher unless the relief period is four or more continuous hours. Radio relief assignments involving any relief of the Chief Dispatcher will be paid Dispatcher III pay for the entire period of the radio relief assignment. Assignments of four or more hours as Chief Dispatcher will be paid at the bottom step of Chief Dispatcher pay.

6. Relief of the Chief Dispatcher while assigned as radio relief will not count toward the 16 hours of skill maintenance.

10.7 Promotional Guidelines

Chief Dispatcher Promotional Guidelines

A. Only Dispatcher III's with one year in grade, or bargaining unit members of higher classifications, may apply for the Chief Dispatcher promotional examination. In the Director's discretion he/she may allow Dispatcher II's trained as Dispatcher III's to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Chief Dispatcher positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City and evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 50%.
2. A job-related oral interview conducted by a panel consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 45%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Dispatcher III Promotional Guidelines

A. Only Dispatcher II's with one year in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher III promotional examination. Dispatcher II's may apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher II positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 25%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 20%.
4. A job-related oral interview consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 25%.
5. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Dispatcher II Promotional Guidelines

A. Only Dispatcher I's with eighteen months in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher II promotional examination. In the Director's discretion, he/she may allow Dispatcher I with less time in grade to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher II positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision.

1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 25%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 45%
4. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Systems Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the PCA in the Communications Section are eligible to apply for this position. The evaluation and selection of candidates for System Analyst positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City
2. A job-related oral interview
3. The applicant's performance appraisals and job performance evaluations

B. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Police Communications Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the Systems Analyst in the Communications Section are eligible to apply for this position. The evaluation and selection of candidates for Police Communications Analyst positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision.

1. A completed resume/application form provided by the City evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 70%.
2. A job-related oral interview conducted by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 25%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

B. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Promotional Guidelines/Other Issues

A. Whenever a group of candidates are applying for the same position all evaluators will remain the same for the entire group unless otherwise agreed to by the Guild. For example; Six candidates apply for the DII position. The same evaluator will do each candidates phone evaluation. The same evaluator, which may be a different evaluator from the person who did the phone evaluation, will conduct each candidate's radio evaluation. Another example; Six candidates are applying for the Chief Dispatcher position. The same team of at least three evaluators will evaluate the job related oral interview for each candidate if applicable.

B. Promotional registers will not display point totals, rather it will display only the relative ranking of each candidate.

C. There will be an official announcement to all employees for each promotional.

D. Employee has a right to an appeal of the annual performance appraisal as described in the Performance Appraisal Handbook.

E. An employee will not be rated at "needs improvement" or below on the annual performance appraisal unless they have previously been given notice of a failure to meet the relevant work place expectation, which has been documented.

F. All input received by the sergeant from Chief Dispatchers and the training unit will be used in the completion of the performance appraisal.

G. Chief Dispatchers and the training unit will receive appropriate training in providing information for use in the performance appraisal.

10.8 Training Unit Conditions:

1. Filling vacancies:

When an opening in the training unit is actual or anticipated, the Director will have all interested applicants submit a letter of interest. The letter of interest should include all background and experience. Each applicant will then meet with an interview panel consisting of the Lieutenant, Administration Sergeant, a Chief Dispatcher, and a current member of the training staff. The interview panel will make a recommendation to the Director who will in turn make the final selection.

2. Overtime:

Training Unit personnel will not be subject to mandatory overtime during any given quarter unless they volunteer for overtime. If Training Unit personnel volunteer for overtime they will be subject to mandatory overtime under the terms of this collective bargaining agreement.

10.9 General job share conditions

1. Two (2) Dispatcher I FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher I classification. Two Dispatcher II FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher II classification. The participating employees must be regular status (non-probationary) employees of the Communications Section and be fully qualified to perform the duties of the position.

2. The employees who share the designated FTE will select their shifts in alternating order, the senior of the two making the 1st choice, the junior making the 2nd choice and so on and will work a regular 5/2, 5/3 rotating schedule.

3. Section seniority will be used to determine which two employees will be allowed to share the designated job share positions. It is understood that only qualified employees who request to share the positions will be considered.

4. If at any point during the period an employee in any of the job share positions voluntarily returns to full-time status or separates (e.g., resigns, quits, transfers, retires, or is dismissed) as participant in any of the designated job share positions in the Communications Section, the remaining employee in the job share position must return to full-time status in the position, unless the Director determines that another acceptable job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination. Under no circumstances may this employee bump another job share participant out of their designated job share position.

5. Job sharing will not preclude the opportunity for promotion. If an employee in the job share position is promoted, the remaining employee must return to full-time status, unless the Director determines that another job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination.

6. Upon commitment to the job sharing partnerships, the participating employees agree that the Department has no obligation to facilitate a mid-year change in their status or to re-employ on a full-time, permanent basis of the employees who are job sharing a position, regardless of the circumstances.

7. If at any point during the job share arrangements an assigned employee becomes unable to perform the essential functions of their position for greater than thirty days, the remaining employee must revert to full-time status for the duration of the incapacity at the discretion of the Director. The employer is required to provide one pay period advance notice in this instance. Refusal to comply with this provision nullifies the job share arrangement and is not subject to appeal to the Civil Service Commission and is not grievable.

8. The Director has the sole authority to administer the job share program as he/she deems appropriate, provided that he/she does not violate the terms of this article and the current collective bargaining agreement between the City and the Guild.

B. Hours of work and overtime.

1. Each job share participant will be on pay status, one week on, of forty (40) hours, and one week off, sharing a regular 5/2, 5/3 rotating schedule.
2. Overtime assignment will be in accord with the collective bargaining agreement between the City and the Guild. Job share participants can only work overtime during the week they are scheduled to work. Only one job share employee can work overtime on any given furlough.

C. Benefits

1. Regular benefits will be provided by the job share participants participating in the job share programs in accordance with the collective bargaining agreement with the Guild, City ordinance and personnel Rules as applicable, including the follows:
    a. Each job share participant must be on regular pay status for a minimum of eighty (80) hours each month in order to be eligible to receive benefits on an annualized basis.
    b. Sick leave and vacation leave shall be accrued according to the number of hours worked, per the collective bargaining agreement with the Guild. Funeral leave and emergency leave will be applied as provided in the collective bargaining agreement with the Guild.

2. The following exception will apply for the job share program:
    a. In order to offset the increased medical and dental premium cost of the job share program, each participating employee shall, on a monthly basis, reimburse the Department for one-half (1/2) of the premium cost for their respective medical and dental plans with the City. If job share employees opt out of the medical and dental coverage provided by the City, they will not be required to make this premium reimbursement.
    b. Not status quo. With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

D. Not Status Quo: With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

ARTICLE 11 - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance 105961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

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

12.1Effective January 1, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Willamette 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 years 2005, 2006 and 2007, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit 1 and by reference is incorporated herein) as follows:

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

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

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

d) Intent: Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year

by the written, mutual agreement of the parties (Coalition of City Unions and the City);

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

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

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

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

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

(b) Whenever the Group Term Life Insurance Fund contains substantial rebate monies which 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 City shall notify the Guild of that fact and the parties shall immediately thereafter negotiate over how said money shall be utilized.

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

12.3 Long-Term Disability - The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a 90-day elimination period, which insures 60% of the employee's first $667 base monthly wage. Employees may purchase through payroll deduction, an optional Buy-Up Plan with a 90-day elimination period, which insures 60% for the remainder of the employee's

base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

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

ARTICLE 13 - ANNUAL VACATIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

13.3 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.

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

13.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

13.6 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 months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police 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.

COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	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

13.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter. This section is effective January 1, 1984.

13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.

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

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

13.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

13.12 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police.

13.13 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which

follow the procedures set forth in Section 13.14 to the greatest degree feasible. Any exceptions to the procedures set forth in Section 13.14 shall be case-by-case, based upon exceptional circumstances.

13.14 (a) Time off during the months of January, February, and March will be granted by section seniority based on written requests received prior to November 1st of the preceding year, for Steps 1 and 2, by the following procedure:

Step 1.
Requests of at least ten (10) consecutive days or more of paid leave and/or furlough time will be considered first.

Step 2.
Requests for time off, regardless of the length of time, will be addressed last, by written request within ten days after Step 1 posting.

(b) Starting February 1st of each year or earlier if mutually agreed, the section will begin its annual in-person time-off scheduling process for the nine months from April 1st through December 31st (see guideline 4 for exception). The process by which time off from April-December is scheduled is as follows:

Step 1.
Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select periods of time off of at least ten (10) consecutive days or more of paid leave and/or furlough time.

Step 2.
Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select time off of any duration, including single days off, by written request within ten days after Step 1 posting.

Additional guidelines which apply to both Sections (a) and (b):

(1) A minimum of ten (10) consecutive calendar days constitutes a Step 1 vacation period under sections (a) and (b). If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.

For example, an employee selects July 1st through July 10th as their vacation period. Because of minimum staffing requirements, July 7th through July 10th are not available. As long as the employee uses furlough and/or paid leave for the remaining available days, the request is a valid ten- (10) day minimum request.

(2) Requests for time off during either January/February/March or April-December periods received after the respective seniority deadlines will be considered on a first-come, first-served basis.

(3) Once time off is approved, it is the responsibility of the employee to have sufficient paid leave available to fulfill the time off request as it was approved. If the employee does not have sufficient paid leave to take the entire scheduled time off, said time off may be canceled at the discretion of the Director and said employee forfeits seniority rights to that time now available.

(4) A request for time off which begins in one calendar year and extends into the following year will be considered as one request, with standing over January/February/March time off requests made in the subsequent year.

(5) A request for time off which begins in January/February/March and extends into April will be considered as one request, with standing over April - December time off requests in the upcoming year.

13.15 The City agrees to honor previously approved vacation and other paid leave when an employee's promotion necessitates a change in schedule or when City-mandated schedule changes occur or for agreeable employees when the City asks for volunteers to change shifts/schedules.

13.16 If during the vacation granting process, a day(s) is not available, the employee may choose to have themselves listed on the Watch Board as having priority for that day(s) should the time become available. Priority would be listed on a seniority basis, i.e., the most senior person wanting the day(s) would be marked as having "1st choice," the next senior person "2nd choice," etc.

(1) If the employee is mandatorily assigned to another watch which has a "waiting" list for the same day(s), they (or the employee) will be added to the "waiting" list by seniority.

(2) If the employee voluntarily switches to another watch which has a "waiting" list for the same day(s), the other employee(s) on the list will

prevail and the re-assigned employee will drop to the "last choice" position.

This same system will be used after the vacation process is completed, however it will be on a first-come, first-served basis without regard to seniority.

13.17: Shift Selection, definitions, procedures, shift trades and other issues.

A. Definitions

1. "Seniority" refers to tenure achieved based upon the length of civilian service of a Guild member in the Communications Section as provided by sections 19.6 and 19.7 of the collective bargaining agreement between the Guild and the City.

2. "Classification" refers to the job titles of Dispatcher I, II, III and Chief Dispatcher.

3. "Vacancy" refers to an authorized position or pocket number, which is not currently filled by an employee.

4. "Director" refers to the commander of the Communications Section or his/her designee.

5. "Primary trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of 911 call taker training.

6. "Radio trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of radio dispatch training.

7. "Medically directed shift exemption" refers to a waiver granted an employee who is temporarily unable to work the hours of their assigned shift because of a temporary medical condition. An employee granted this waiver will be reassigned to a shift the hours of which meets their needs as prescribed by the documentation submitted by their attending physician to the Seattle Police Human Resource Section. All medically directed shift exemption requests will be reviewed by the Seattle Police Human Resources Section prior to implementation by the Communications Director.

8. "Prolonged absence" refers to an extended absence on a shift created by an employee(s) taking sick leave, military leave, Family Medical Leave, leave for an industrial injury, unpaid leave of absence or on a medically directed shift exemption.

9. "Subject to a reasonable extension by the Department" refers to unanticipated delays in the process in contacting employees or a police "unusual occurrence" outside the control of the police department. Delays because of other administrative issues including but not limited to promotion of an employee participating in shift selection, separations in service or transfers are not permitted.

B. Procedures

1. On October 1st of each year, the Administrative Sergeant will begin the shift selection process for the upcoming year for all bargaining unit classifications. This process will be completed by October 31st, subject to a reasonable extension at the request of the Department.

2. The shift selection process will be conducted in four (4) separate rounds. During the first round, the most senior dispatcher in each classification will select one shift, on one quarter, for the upcoming year, then each dispatcher in their respective classifications will, by descending seniority, make one selection for that round from the remaining shifts and quarters. This process will be repeated for the 2nd, 3rd, and 4th rounds, at which time all the positions for each classification will be filled. Personnel on leave during this time will be contacted in order of seniority for each round by the Administrative Sergeant.

3. Vacancies existing at the onset of the selection process will be given pre-assigned selections by the administrative sergeant for the upcoming year. In selecting these shifts for the vacant positions, the administrative sergeant will balance the needs of the Section (training, skill & experience levels, etc.) with the desires of the active employees.

4. The following special considerations will apply to Dispatcher I's during the shift selection process:

    a. Only primary trained Dispatcher I's may select 1st Watch, 4th Watch and 5th Watch. Therefore, based on when their primary training is expected to be completed, the Administrative Sergeant will determine in which quarter non-primary trained Dispatcher I's may begin selecting 1st, 4th, or 5th Watches. In addition, the Director reserves the right to assign all non-primary trained dispatchers to whichever watch necessary to equalize those numbers on the 2nd and 3rd Watches. Individual preferences will be considered when making these assignments. To clarify: for example, if a new dispatcher will not be primary trained until the end of the 2nd Quarter, the Administrative Sergeant will select the shifts to be assigned for the first two quarters (their first and second round picks), and the new dispatcher will be allowed to select by their seniority in the 3rd and 4th quarters (during the third and fourth rounds).

    b. While specific positions for radio trained Dispatcher I's will not be designated on each watch, the Director reserves the right to make any assignment adjustments necessary to provide radio trained Dispatcher I's with adequate training time on radio and to maintain a reasonable balance of skill on each watch.

C. Shift Trades

1. After the shift selection process has been completed, the administrative sergeant will post a draft of the shift assignments for the upcoming year. At this time, anyone interested in a trade of shifts must submit a memo to the administrative sergeant, stating the quarter and shift they were assigned and the shift they would like to have for that quarter should it become available. Trades among Dispatcher I's must be between persons of equal skill levels unless otherwise approved by the Director. All requests for shift trades will be posted on a list in the administrative sergeant's office by quarter, shift, classification and Section seniority. These initial requests for shift trades must be submitted within 10 days after the draft of the shift assignments has been posted. Trades that can be made will be completed and the final shift assignment schedule for the upcoming year will be posted. Thereafter, any additional trade requests submitted will be posted on the same list, in order of receipt, without regard to seniority.

2. Mirror Image Trade Exception: In addition to the above trade procedure, trades between dispatchers of equal skill levels may be made for the same shifts for different quarters. Such trades must be requested by memo to the administrative sergeant either immediately after the draft of the shift assignment schedule is posted or anytime during the year.

   Example: Draft shift assignment schedule

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Dispatcher A	2nd Watch	3rd Watch	3rd Watch	1st Watch
Dispatcher B	1st Watch	3rd Watch	4th Watch	2nd Watch

   Dispatchers A and B, under this section may request to trade their 1st and 2nd Watches during the 1st and 4th quarters. This type of trade or exchange would be allowed outside the regular trade process since neither dispatcher gains any new watches or preference advantage, but only the ability to trade with certain fellow dispatchers between quarters.

3. All shift trades must be approved by the Director prior to implementation.

4. Once shift trades have been completed and the final shift assignment schedule has been posted, bargaining unit members will submit a memo for time off during the first quarter of the following year pursuant to SPDG Contract Section 13.14.The Administrative Sergeant will set a deadline date for receiving vacation requests that is at least ten (10) days after the final shift assignment schedule has been posted. Once the ten (10) day or longer vacations have been posted the Administration Sergeant will have bargaining unit members submit a memo for time off of any duration with a deadline of at least ten (10) days after the ten (10) day or longer vacations have been posted. All vacation requests will be posted no later than November 30th subject to a reasonable extension at the request of the Department.

D. Other Issues

1. Whenever a promotion is made to the Dispatcher II, III, or Chief Dispatcher classification, the newly promoted employee will assume the shift schedule of the person they are replacing, provided:

    a. When a promotion occurs within a quarter, the promoted employee will fill the vacated position's shift assignment for the remainder of that quarter.

    b. If the promotion occurs in the 4th quarter the promoted employee can freeze two (2) quarters of their choice during the new year.

    c. If two (2) or three (3) full quarters are left in the year, the promoted employee can freeze one (1) quarter of their choice.

    d. If only one (1) full quarter is left in the year, the promoted employee will fill the vacated position's shift assignment.

    e. Any quarters not frozen by the promoted employee under sections (b) or (c) are available to current employees within those classifications, provided they have a trade request on record prior to the effective date of the promotion and are senior to the newly promoted employee and/or any others desiring the shift(s) in question. This "bumping" procedure is separate from the trade procedure previously listed under C. Shift Trades.

2. Whenever unanticipated vacancies, including prolonged absences, occur on any watch, overtime or promotion will be used to fulfill staffing needs. Provided, when vacancies/absences within a classification (Dispatcher I, II or Dispatcher III/Chief Dispatcher classifications combined) on a shift exceed one (1), the Director may transfer employees to correct the shortage within the respective classification. To clarify: For example, a shift could have vacant Dispatcher I, II and III (or CD) positions; a total of three (3) vacancies. These vacancies would not cause an involuntary transfer of personnel. However, if a second Dispatcher II vacancy occurred, the Director could involuntarily transfer a Dispatcher II from another shift to fill this second vacancy. In a like application, if a second Dispatcher III vacancy occurred, the Director could involuntarily transfer a Dispatcher III from another shift to fill the second vacancy.

    a. To correct staffing shortages beyond the above thresholds, the Director will first seek volunteers to transfer to the shift in question.

    b. If involuntary transfers become necessary, those selected for involuntary transfer will be the least senior employees in the required classification who have not worked and are not scheduled to work the shift in question during the calendar year. In the event that all eligible employees have worked or are scheduled to

work the shift in question, the least senior of the group will be assigned a second assignment on the shift. In similar applications, if all had worked or were scheduled to work the shift twice or three times, then the least senior of the group would be assigned a third or fourth tour on the shift.

c. Prior to implementation, the Director will notify the Guild in writing of the reasons for involuntary transfers and the names of the employees affected.

3. For employees who use a medically directed shift exemption:
During the four quarters following the expiration of the exemption, the Director will reassign the employee to the shift they were originally exempted from up to the amount of time the exemption was active, provided: the reassignment will be used to (1) fill a vacancy/absence or (2) facilitate a shift trade request made pursuant to section C.1 above. If neither of these conditions apply, the employee will not be reassigned.

4 Any circumstance that may occur regarding mandatory topics related to shift selection, shift assignment and/or trading of shifts which is not specifically covered by this agreement will cause bargaining to commence to determine the proper action to be taken to remedy the situation.

13.18 The rule of two allows a combination of at least two employees per shift to use discretionary time on any available day. The rule of 2 will be granted with at least 24 hours notice even if it will create mandatory overtime. The rule of two will be granted with any prior notice if it will not require a mandatory overtime assignment.

1. Discretionary time taken during furlough paybacks described in 10.1 will not count toward the rule of 2 threshold.

2. Available days do not include July 4th, Seafair Torchlight Parade, Halloween (when Halloween falls on Friday – Sunday) and New Year's Eve during the hours of 1500-0300 hours on each of these days, which are considered "no-days."

3. The Director has the discretion to grant time off for exceptional circumstances on "no days" on a case by case basis.

4. The rule of two applies to Chief Dispatchers and Dispatcher 3's unless doing so creates overtime at the Chief Dispatcher or Dispatcher 3 level.

13.19: Chief Dispatchers and Dispatcher 3's may schedule discretionary time off as long as the scheduling of time off does not create any mandatory overtime assignment for

SPDG employees. Discretionary time off may be scheduled five (5) days or less out after determining that there are sufficient personnel to staff the supervisor, CD, and relief positions using regularly assigned personnel or volunteer overtime assigned personnel. Each CD/D3 may utilize this option for no more than thirty-two (32) hours per calendar quarter. This will be a trial period from 10/1/05 to 9/30/06 at which time it will be re-evaluated.

ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.
- Sick leave credit may also be used for care of family members 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 No. 114648.

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

14.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

14.1.6 Compensation for the first four (4) consecutive work 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 may deem appropriate. Compensation for such absences beyond four (4) consecutive work 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.

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

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

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

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

14.1.8.1 Prompt Notification - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

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

14.1.8.3 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is

absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through his/her Department Supervisor.

14.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (1/2) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

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

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

14.3 Emergency Leave - Eight (8) hours or portion thereof of sick leave per each calendar year may be taken off without loss of pay with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to the following situation, which necessitates immediate action on the part of the employee to stabilize the employee's household situation: An unforeseen emergency has occurred

with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence. Emergency leave may be taken in two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a calendar year.

ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

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

15.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 15.1 which provides payment at the eighty percent (80%) rate or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.1.

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

15.1.3 Employees must meet 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 Industrial

Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

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

15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1.

15.4 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.

15.5 Sick leave shall not be used for any disability herein described except as allowed in Section 15.1.1.

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

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

ARTICLE 16 - RETIREMENT

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

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

17.1 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare daily work assignments, and to measure the performance of each employee or group of employees.

17.2 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.

17.3 The City also agrees that performance standards shall be reasonable.

ARTICLE 18 - GUILD REPRESENTATIVES

18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.

18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

18.4 GUILD DAYS - Upon sufficient notification by the Guild President or his/her designee, the Employer shall grant Guild members a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Communications Center. Said absences - excluding time spent in contract negotiations - shall not exceed fifteen (15) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay for such time said Guild members spend on special leave of absence; and such reimbursement shall be due quarterly.

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

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

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

C. If the Guild includes more than two (2) employees per negotiations session as members of the Guild's bargaining team during the respective employee's work hours or the aggregate of one hundred fifty (150) hours is exceeded, the Guild 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.

ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

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

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

(2) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 8.1.2, Step 4, III, of Article 8.

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

19.2 Employees covered by this Agreement may examine their Section personnel and training files in the presence of a supervisor. Employees may examine their Department Personnel file in the presence of the Director of Police Personnel or his/her designee; however, background investigation information is not accessible to the employee. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their Department Personnel file are permitted to have material inserted relating to the challenge through the Director of Police Personnel. Employees who challenge material included in their Section personnel and training files are permitted to have material inserted relating to the challenge through the Director of Communications. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and this provision, including allowing employee access to such files. However, internal investigations files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations, and the provisions of Section 19.3.8 of this Agreement.

19.3 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that

particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Guild. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

(1) Grant the employee's request, or

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

In construing this Section, it is understood that:

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

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

(3) The employee must make arrangements within two (2) business days for Guild representation when his/her request for representation is granted.

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

19.3.1 Employees shall be notified in writing before a finding is determined on any complaints received involving them when such complaints will require either a written or oral statement from the employee or by the nature of the complaint, the employee could be subject to disciplinary action. Complaints conducted by the Internal Investigations Section of the Police Department are exempt from this section.

19.3.2 The employee will be provided with the necessary documentation regarding the complaint so that he/she can prepare a statement in their defense, should they so desire. Employees will be given seven (7) calendar days after receipt of said complaint and documentation to submit a statement. This time limit may be extended by the employee upon submission of a written justification for such delay to the City. The Guild agrees that delay requests will be reasonable and not applied for merely to delay the process.

19.3.3 When employees are required to submit a statement in response to an order by a City official, the employee will preface the statement with: "This is a true

and involuntary statement given by me in response to an order by (City Official) _____."

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

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

19.3.6 With complaints which may result in disciplinary action, the City may: 1) issue a documented, verbal warning; 2) issue a written reprimand; 3) suspend the employee; 4) demote the employee; 5) terminate the employee.

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

19.3.7 An employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Civil Service Commission procedures relative to the same disciplinary action.

19.3.8 An employee may request access to the investigative portion of closed Internal Investigations and Communications Section complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. The Internal Investigations Section or the Communications Section shall consider the circumstances and not unreasonably deny such access.

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

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

19.4 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.

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

19.6 REHIRES - In the event an employee within the Seattle Police Dispatchers' Guild bargaining unit transfers to a position outside the bargaining unit or separates from City service and within the next four (4) years is rehired or transferred into the same classification and level to which he/she was assigned at the date of the transfer or separation, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original transfer or separation, or at the top step of the salary range if he/she is brought back at a lower level. Provided, that the employee shall be placed at a higher salary step if so determined by application of the Personnel Rules. Such previous time worked in the bargaining unit shall be included for the purpose of determining section seniority. The Chief of Police will grant vacation accrual rates in accordance with a rehired employee's past City service time.

1. If a former member of the bargaining unit, who was a Dispatcher II or higher or previously on a Dispatcher II promotional list, is transferred or rehired into a Dispatcher I position, and his/her absence is six (6) months or less,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination.
2. his/her absence is more than six (6) months,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list after one (1) month of solo radio work; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination if one (1) month of solo radio work is completed prior to the examination.

3. he/she is promoted to Dispatcher II on or after January 1, 1998, then effective January 1, 1999 or upon the date of promotion, whichever is later:
   a) he/she will be placed at the same salary step occupied prior to his/her transfer or separation, if he/she was a Dispatcher II; or
   b) he/she will be placed at the top Dispatcher II salary step, if he/she was a Dispatcher III or Chief Dispatcher.

19.7 Wherever referenced in this agreement, and as applies to the yearly shift selection process, Section seniority or seniority is defined as time served in the Communications Section, employed as a civilian dispatcher and would include any additional seniority restored as the result of the Rehire Section (19.6) of this contract.

19.8 Smoking Policy - Upon the move to the new West Precinct, bargaining unit members will be allowed to smoke in a designated outdoor, covered, secure area.

19.9 Parking - Bargaining unit members are permitted to park, free of charge, in spaces provided on the rooftop of the Library of the Blind at the West Precinct, subject to the following terms and conditions:

A. Parking will be available only for employees who are on-duty or on work-related business at the Communications Center.

B. Employees who are not on-duty, but who are engaged in work-related business at the Communications Center shall be entitled to park for up to two hours.

C. The Department will adopt enforcement mechanisms that may include fines and/or the revocation of parking privileges. Such enforcement mechanisms will not constitute employee discipline.

19.10 List of Employees - The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, and used only for official Guild business. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

19.11 Bulletin Boards - The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for notices or other documents that promote or oppose a ballot issue or assist a candidate for

public office. However, notices involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Police Dispatchers' Guild.

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

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

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

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

ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

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

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

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

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

B. Prior to expiration of the twelve (12) month trial service period, and subject to approval by the Personnel Director, an employee's trial service period may be extended up to three (3) additional months by written, mutual agreement between the department, the employee and the bargaining unit.

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

D. Where no such vacancy exists, an employee shall be given written notice fifteen (15) calendar days prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll. There name shall remain on the list for one (1) year.

E. Employees who have been reverted or placed on a Reversion Recall List during the trial service period shall not have the right to appeal either action.

F. If a vacancy is to be filled in a department and a valid Reversion Recall List for that classification exists, eligible employees for that classification and from that department shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

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

H. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

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

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee

shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

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

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 21.

ARTICLE 21 – LAYOFF

21.1 In the event of layoff, affected bargaining unit members will be laid off in accordance with the Personnel Rules of the City, except as described in this Article.

21.2 The least-senior regular employee in the Police Communications Analyst or the Systems Analyst class in the Communications Section who is laid off or is displaced pursuant to the immediately preceding paragraph may displace the employee having the least seniority in a class of the Police Communications Dispatcher ("Dispatcher") class series when (1) the displacing employee has had prior service as a regular or probationary employee in such class, and (2) the employee to be sequentially displaced has less service in the class than the displacing employee.

21.3 The above provisions for employee transfers to avoid layoff from the Police Communications Analyst or the Systems Analyst class in the Communications Section shall be subject to the following limitations:

A. No regular employee in the Police Communications Analyst or the Systems Analyst class, in order to avoid layoff, shall displace another employee, including employees in the Dispatcher class series, unless the displacing employee possesses the skills necessary to perform the duties of the position held by the employee to be displaced.

B. Upon written showing by the appointing authority and approval of the Personnel Director that the displacing employee does not possess the skills required to perform the duties of the position held by the least senior employee in the highest class of the Dispatcher class series in which the displacing employee has prior service, the Personnel Director may authorize the displacing employee to displace:

(1) The next least senior employee, continuing in sequential order as necessary until the position held by a less senior employee is reached where the Director determines that the displacing employee has the required skills to immediately perform the duties of the position; or in the event no such position is found:

(2) The least senior employee in a lower class of the Dispatcher class series, where the Personnel Director determines that the displacing employee has the required skills to immediately perform the duties of the position.

C. Employees in the Police Communications Analyst or the Systems Analyst classes in the Communications Section shall not accrue service credit for

layoff purposes in the Dispatcher class series, except in the event of subsequent layoff from a position in the Dispatcher class series, as provided by Personnel Rule 6.2.100.

21.4 Nothing in this Article shall be construed as recognizing the Police Communications Analyst and the Systems Analyst in the Communications Section as being part of the Dispatcher class series.

ARTICLE 22 - SAVINGS CLAUSE

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

22.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

ARTICLE 23 - ENTIRE AGREEMENT

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

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

ARTICLE 24 - SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal law, State law, and the City Charter. When any provisions thereof are in conflict with 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.

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

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall become effective on January 1, 2005, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2007. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to December 31, 2007. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

25.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, this Agreement shall continue to remain in full force and effect, in accordance with interpretation and application of RCW 41.56, during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

25.2 Either party may reopen this Agreement for the purpose of negotiating–a sick leave incentive program.

Either party may reopen this Agreement for the purpose of negotiating newly hired Dispatcher I's being successfully trained as radio dispatchers as a condition of employment.

Executed this 22 day of NOVEMBER, 2005.

SEATTLE POLICE DISPATCHERS' GUILD

Scott Best
President

Gary C Raymond
Vice President

CITY OF SEATTLE
Executed under authority
of Ordinance 121888
and Resolution 30813

Mayor

APPENDIX A

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

	Step A	Step B	Step C	Step D	Step E
Police Communications Dispatcher I	17.25	17.93	18.54	19.29	20.01
Police Communications Dispatcher II	20.01	20.81	21.63	22.43	23.30
Police Communications Dispatcher III	22.43	23.30	24.22	25.16	26.18
Chief Police Communications Dispatcher	24.67	25.66	26.73	27.72	28.73
Police Communications Analyst	25.16	26.18	27.21	28.22	29.32
Systems Analyst, Police	25.36	26.43	27.45	28.51	29.63

A.2 Police Communications Dispatcher I's and Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount equal to five percent (5%) of the current top step base pay rate for Police Communications Dispatcher II while performing in such training capacity.

A.3 Effective January 6, 1999, a shift differential of forty-nine cents ($.49) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:00 p.m. and 7:00 a.m. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 3:00 p.m. and 7:00 a.m., in which case it will be paid for all hours of overtime work for that shift.

APPENDIX B

B.1 VEBA. Beginning in the 2006 year of the agreement, any ratified collective bargaining agreement that contractually requires the placement of all employee sick leave cash-out resources at retirement into a **VEBA** account for use by the respective employee for post-retirement health care costs as allowed under the IRS regulations associated with such accounts will include an increase in the cash-out value of sick leave at retirement from twenty-five percent (25%) to thirty-five percent (35%). In addition to the cash-out of sick leave at retirement as provided herein, on an annual basis during the month of January, commencing in January of 2006, any active employee who would have a sick leave balance of at least 240 hours following the cash-out of accrued sick leave as described as follows may, by execution of the appropriate payroll authorization, cash out up to fifty percent (50%) of the unused sick leave allocation said employee accrued during the prior fiscal year at the cash-out value of thirty-five percent (35%) for placement in said employee's **VEBA** account in accordance with and for the uses as provided by applicable IRS regulations associated with such accounts. For example, if a given employee had a sick leave balance of 288 hours on January 1, 2006, and said employee used two days of sick leave from January 1, 2005, through December 31, 2005, said employee could, by execution of the appropriate payroll authorization, cash out up to 40 hours of sick leave at a cash-out value of 35% for placement in the employee's **VEBA** account.

B.2 Supplemental Pension Plan. The City agrees to assess, on the basis of a specific proposal made by a Coalition Union either as part of the Coalition coordinated bargaining process or as part of the individual contract negotiations with a given Union, the acceptability to the City of a given supplemental pension proposal as a policy matter and respond promptly to the Union making such a proposal whether, and/or under what conditions, such a proposal would be acceptable.

B.3 Personal Holidays. If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in contribution levels is required, the parties to this tentative agreement shall, upon the written request to the City by the Unions that are a party to this agreement, enter into negotiations solely and exclusively with respect to the issue of whether and/or to what extent and/or in what manner the number of Personal Holidays available to employees shall be increased.

B.4 Eligible Family Member. The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

The expressed purpose for the proposed modification of said definition shall be to allow an employee to use sick leave because of an illness, injury, or health care appointment

of an employee's sibling or adult child, or the sibling or adult child of an employee's spouse or domestic partner, in instances where the absence of the employee from work is required, or when such absence is recommended by a health care provider.

Ord. 121885
Res 30813

FILED
CITY OF SEATTLE

2005 NOV 30 PM 2:09

CITY CLERK

AGREEMENT
by and between

THE CITY OF SEATTLE / MUNICIPAL COURT

and

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

Effective through December 31, 2007

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.

ARTICLE 1 -- NON-DISCRIMINATION

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

ARTICLE 2 -- RECOGNITION AND BARGAINING UNIT

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

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

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

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 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 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 (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.

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 covered by this Agreement.

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

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

H. To control the Municipal Court budget;

I. To determine rules relating to acceptable employee conduct;

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

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

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

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

ARTICLE 4 -- GUILD MEMBERSHIP AND DUES

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

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

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

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

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

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

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

ARTICLE 5 -- GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

With Mediation

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

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

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

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

Without Mediation

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

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

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

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

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

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

Within thirty (30) calendar days of the Guild's receipt of the Employer's Step 3 response or the expiration of the Employer's time frame for responding at Step 3, the Guild may file a Demand for Arbitration with the City's Director of Labor Relations by certified mail with copies to the Chief Marshal, the Court Administrator, the Presiding Judge, and the Court 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 designee fails to timely schedule a meeting as is contemplated above, the Demand for Arbitration shall be filed with the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration rules. The Demand for Arbitration must be filed within ten (10) business days of either

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

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

Demands for Arbitration will be accompanied by the following information:

A. Identification of sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

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

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

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

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

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

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the

grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

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

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

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

The disciplinary review panel shall consist of:

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

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

C. A panel member designated by the Guild;

D. The Human Resources Manager of the Court.

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

ARTICLE 6 -- WORK STOPPAGES

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

ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY

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

7.2 Effective December 29, 2004, wages will be increased by 2.5%.

7.3 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 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 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%).

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.

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.

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 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.

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 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 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.

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. 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 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.

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

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

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

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

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

E. Such compensation shall be authorized by the 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) 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.

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 For calendar years 2006 and 2007, the City shall pay up to one hundred seven percent (107%) of the average City's cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

12.1.2 A Health Care Rate Stabilization Fund shall be established for utilization in the second year of the contract period and beyond. This Rate Stabilization Fund is dedicated to either enhance medical, dental, and vision benefits or help cover related costs.

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

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

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

ARTICLE 13 -- RETIREMENT

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

ARTICLE 14 -- HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

ARTICLE 15 -- GENERAL CONDITIONS

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

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

15.3 Employee Defense - Employees shall have rights to consideration for defense by the City Attorney in litigation arising from their conduct, acts, or omissions in the scope and course of their City employment by the terms allowing such defense as provided in SMC Chapter 4.64. The Guild may submit their opinion in writing regarding the scope of the conduct in question to the department head for his/her consideration before a final determination is made. Issues arising out of application of this Municipal Code provision shall not be a proper subject for the grievance procedure herein, but may be

submitted for review by the Employer in its normal process for such review.

15.4 Uniforms – Effective January 1, 2000, the Employer will provide Five Hundred Dollars ($500) as a uniform allowance to be paid on the employee's anniversary date. New employees will be provided Three Hundred Twenty-five Dollars ($325) for the purchase of their initial uniforms, and after six months of employment, they will be provided an additional One Hundred Fifty Dollars ($150). 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, effectiveAugust 18, 2004, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

15.8 Employee Parking

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

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

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

15.9 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 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.

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.

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.

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.

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, 2007.

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 22 day of NOVEMBER, 2005.

SEATTLE MUNICIPAL COURT
MARSHALS' GUILD

By Rowland P. Tay

By

By

CITY OF SEATTLE
Executed under authority of
Ordinance 121885
Ordinance 121888
Resolution 30813

By
Mayor

By
Presiding Judge

By
City Representative

SEATTLE MUNICIPAL COURT MARSHALS' GUILD

APPENDIX A

Hourly Base Wages as of December 29, 2004

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Marshal	19.96	20.81	21.63	22.43	23.30	24.22
Municipal Court Marshal, Sr.	23.30	24.22	25.16	26.18	27.21	

AGREEMENT

By and Between

THE CITY OF SEATTLE

and the

SEATTLE POLICE DISPATCHERS' GUILD

Effective through December 31, 20047

Attachment 1

CITY CLERK

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE DISPATCHERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the City or the Employer, and the Seattle Police Dispatchers' Guild, hereinafter referred to as the Guild or bargaining unit, governing wages, hours and working conditions for the Seattle Police Dispatchers.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions.

CITY CLERK

ARTICLE 1 - NON-DISCRIMINATION

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

1.2 The City shall not discriminate against any employee on account of membership in the Guild, Guild activity, or service by authorized representatives on behalf of the Guild in negotiating or administering provisions of this Agreement.

CITY CLERK

ARTICLE 2 - GENDER

2.1 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

CITY CLERK

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

3.1 The City hereby recognizes the Seattle Police Dispatchers' Guild as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington, of all employees employed within the bargaining unit defined in Appendix A of this Agreement. This shall include full-time and part-time employees.

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

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

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

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

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

3.2 The elected President, Vice President, Secretary-Treasurer, designated Shop Stewards, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild, empowered to act on behalf of the members of the unit for negotiating with the Employer.

3.3 The President, Vice President, Secretary-Treasurer, Shop Steward(s), or their designated alternate(s) shall be the liaison between members of the bargaining unit and the Seattle Police Department and the City of Seattle.

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ARTICLE 4 - RIGHTS OF MANAGEMENT

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

4.2 The right to recruit; hire; assign; promote; discipline and discharge for just cause; improve efficiency; determine rules relating to acceptable employee conduct; determine the number of shifts and the number of personnel assigned to such shifts; and the location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1), (2), or (3) above shall be made by the department head, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head to contract out work under this provision, the Guild shall be notified. The department head 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 herein, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

4.4 Upon initial appointment of a new employee to a Dispatcher I position, management has the right to place the employee at any step on the Dispatcher I pay scale. Upon initial appointment of a new employee to a

CITY CLERK

Dispatcher II position and by mutual agreement of the parties, management may place the employee at any step on the Dispatcher II pay scale. Provided: if the new employee is eligible for consideration under Article 19.6 of this Agreement, the provisions of Article 19.6 will prevail.

4.5 Upon promotion of a radio trained Dispatcher I to a Dispatcher II position and by mutual agreement of the parties, management may place the employee at an accelerated step on the Dispatcher II pay scale. Provided: no newly promoted Dispatcher II shall be placed at a higher step than any incumbent Dispatcher II without raising any such incumbent Dispatcher II to that higher step.

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ARTICLE 5 - GUILD MEMBERSHIP AND DUES

5.1 The City agrees that the Guild has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Guild and the Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

5.2 The City agrees to 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. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Guild by the City.

5.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall remain members of the Guild during the term of this Agreement.

5.4 It is recognized that proper negotiations and administration of negotiated agreement entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Guild the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Guild as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

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

5.5 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 5.3 and 5.4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Guild shall forward a "Request for Discharge

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Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Guild explaining the employee's obligation under Article 5, Sections 5.3 and 5.4.

5.5.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 5.3 and 5.4 of Article 5, but provide the employee and the City with thirty (30) calendar days' written notification of the Guild's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Guild's request, the affected department head shall give notice in writing to the employee, with a copy to the Guild and the City Director of Labor Relations that the employee faces discharge upon the request of the Guild at the end of the thirty (30) calendar day period noted in the Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Guild's written request for the employee's discharge.

5.5.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 5.3 and 5.4 of this Article within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Guild shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Guild has reaffirmed its request for discharge, the affected department head shall notify the Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

5.6 The Guild agrees to indemnify and save harmless the employer against any and all liability arising out of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5.7 The Guild will administer the provisions of the Article with regard to membership or association of employees in accord with its obligations under the law. Any disputes concerning the amount of dues or fees and/or the responsibility of the Guild to the employees covered by this Agreement shall

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not be subject to the grievance and arbitration procedures set forth in this Agreement.

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ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE, LABOR-MANAGEMENT LEADERSHIP COMMITTEE AND EMPLOYEE INVOLVEMENT COMMITTEES

6.1 The City and the Guild agree to establish on an ad hoc basis a joint Labor-Management Committee consisting of three representatives named by the Guild, three representatives of the Department, and the Director of Labor Relations or his representative and an additional representative for either party on a case-by-case basis if both parties concur. The purpose of this Committee is to deal with matters of general concern to the Guild and the City, as opposed to individual complaints of employees; provided, however, it is understood that the Labor-Management Committee shall function in a consultative capacity and shall not be considered a decision-making body. Either the Guild or the City may initiate discussion of any subject of a general nature affecting employees covered by this Agreement.

6.2 The Labor-Management Committee shall meet monthly at the request of either party and at a time and place determined by the parties. Labor-Management Committee members shall be on on-duty status for up to a maximum of three (3) hours per month during such meetings. An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and forwarded to the other party at least five (5) working days in advance of each meeting. Requests for such a meeting shall be made in writing by the Guild or the City Director of Labor Relations or their delegated representatives.

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

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

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

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

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

This provision will extend only for the term of this Agreement, unless the parties mutually agree to extend this specific provision beyond the expiration of the Agreement.

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ARTICLE 7 - WORK STOPPAGE

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

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ARTICLE 8 - GRIEVANCE PROCEDURE

8.1.1 Any dispute between the City and the Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. At any step prior to arbitration in the contract grievance procedure, the parties are encouraged to present for consideration all facts related to the grievance that are available or which become available during the process. As a means to settle a grievance, at any step in the grievance procedure the City may offer a monetary settlement as a full settlement of the subject grievance. If multiple grievants are involved in the dispute, each grievant will be permitted to individually make the choice of payment or continuing the grievance process. Any employee at any time may present his/her grievance to the employer and have such grievance settled without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at that grievance hearing and to make its views known, and as long as the settlement is not inconsistent with the terms of a collective bargaining agreement then in effect.

8.1.2 An employee has the right to have a Guild Representative present at each step of the grievance procedure.

Step 1. The contract grievance shall be presented in writing by the employee or Guild Representative, to the immediate supervisor within twenty (20) business days of the alleged contract violation. If the grievance is initiated by the employee, it will be the obligation of the employee to provide the Guild with a copy of the written grievance. The written grievance shall include identification of the Section(s) of the Agreement allegedly violated, the violation and the remedy sought. There shall be no change in the nature of any grievance and the basis shall not be expanded after the initial submission of the grievance in written form. The immediate supervisor shall answer the grievance in writing within ten (10) business days after receipt of the alleged contract grievance. If the grievance was filed by an employee, the supervisor shall provide the Guild with a copy of the response to the grievance.

Step 2. If the contract grievance is not resolved as provided in Step 1, the employee or Guild Representative shall forward the written contract grievance to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

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At the time the aggrieved employee and/or the Guild submits the grievance to the Bureau Chief, the Guild or the aggrieved employee or the Bureau Chief may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Guild. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. A Guild Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the 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 Bureau Chief and the Guild 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 Bureau Chief shall thereafter convene a meeting within ten (10) business days between the Guild Representative and aggrieved employee, together with the designated supervisor, the Section Manager and any other members of management whose presence is deemed necessary to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his designee may attend said meeting. The Bureau Chief shall give a written answer to the

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Guild and to the employee, if the grievance was initiated by the employee, within ten (10) business days after the contract grievance meeting.

Without Mediation:

The Bureau Chief shall 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 the Section Manager, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the Guild.

Step 3. If the contract grievance is not resolved as provided in Step 2 above, the written contract grievance, as presented in Step 2, as well as a statement of the Guild's or employee's reason for nonacceptance of the Step 2 response, shall be forwarded by the Guild Representative or employee within ten (10) business days after receipt of the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police.

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

The Director of Labor Relations or his designee shall investigate the alleged contract grievance and, if deemed appropriate, he shall convene a meeting between the appropriate parties within ten (10) business days of receipt of the Step 3 grievance. He shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the Guild and the employee, if the grievance was initiated by the employee, an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

Step 4. If the contract grievance is not settled at Step 3, either the Guild or the Employer, but not the employee, may refer the grievance to arbitration. Referral to arbitration (PERC or AAA) must be made within twenty (20) business days after receipt of the decision in Step 3.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding

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arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification form the ADR Coordinator that the grievance was not resolved in mediation.

Either the Guild or the Employer may request the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between the Guild and the Employer relative to the choice of an arbitrator from that list within ten (10) business days after receipt of said list, or the initiating party opts to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Referral to arbitration must be accompanied by the following information:

a. Identification of Section(s) of Agreement allegedly violated.

b. Details or nature of the alleged violation.

c. Position of party who is referring the grievance to arbitration.

d. Question(s) which the arbitrator is being asked to decide.

e. Remedy sought.

If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result of inaction by the initiating party, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn.

The Guild and the Employer agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

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

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

CITY CLERK

II. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Guild, and the employees involved.

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

IV. 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.

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

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

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

8.5 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement.

8.6 Failure by an employee or the Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limits shall result in the Guild being able to progress to the next step of the grievance procedure.

8.7 For the purposes of this Article, the date of receipt by the Guild of a grievance step reply from the City shall be defined as the date it was hand delivered to the Guild president, vice president or secretary-treasurer or the date signed for on a return receipt for certified mail delivered to the business office of the Guild.

CITY CLERK

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement. The rates of pay referenced in A.1 are effective January ~~2~~1, 200~~2~~5.

9.1.1

A) Effective December 28, 2005, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CP~~U~~I-W) over the period from June 2004 through June 2005.

B) Effective December 27, 2006, wages will be increased by 100% of the averaged increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CP~~U~~I-W) over the period from June 2005 through June 2006.

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

~~Effective January1, 2003, the base wage rates referenced in A.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2002 over the same index for June 2001, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), as published by the Bureau of Labor Statistics.~~

~~9.1.2 Effective December 31, 2003, the base wage rates referenced in Appendix A.1, as adjusted by Section 9.1.1 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 June 2002, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 =100), as published by Bureau of Labor Statistics.~~

9.1.3 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for

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purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

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

~~9.1.5 The parties agree that the Coalition of City Unions may re-open this Agreement by giving notice to the City by no later than February 15, 2003, for the express purpose of negotiating salary reviews and ancillary contract benefits. The results, if any, from said negotiations shall be effective as mutually agreed by the parties.~~

9.1.~~6~~5 Correction of Payroll Errors - In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck;

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

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

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

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

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

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ARTICLE 10 - HOURS OF WORK, OVERTIME AND OUT-OF-CLASSIFICATION PAY

10.1 Hours of Duty. The work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The workday shall be eight (8) hours a day including mealtime and breaks. The schedule for employees in the Communications Section shall be five (5) consecutive days worked, followed by two (2) consecutive days off; followed by five (5) consecutive days worked, followed by three (3) consecutive days off. The extra furlough days needed to accomplish this scheduling are generated by the following method: the twelve (12) City holidays are converted to sixteen (16) extra furloughs; added to that total is the number of weekend days (Saturdays and Sundays) in the calendar year. The three-day furlough pattern will be adjusted to a two-day furlough pattern by the Director of Communications or his designee whenever necessary in order to arrive at the appropriate total furlough days per year. At the discretion of the Director, employees may substitute earned time off to make up for any furlough shortage so as to retain their normal pattern of 5-2, 5-3. These adjustments and employee commitments to use accumulated discretionary time, in lieu of canceling furloughs, must be done at the beginning of the year, before vacation scheduling. Any other instances where there is a need to adjust furloughs, that is, take backs, will be at the discretion of the Director. Any change to this workweek must be agreed to by the Seattle Police Department Communications Section management and the Guild.

10.1.1 Shift Schedules:

1st Watch	2300-0700 hours
2nd Watch	0700-1500 hours
3rd Watch	1500-2300 hours
4th Watch	1900-0300 hours
5th Watch	1100-1900 hours

10.2 All hours worked in excess of eight (8) in one (1) day, all hours worked on a scheduled furlough day and all hours worked in excess of forty (40) hours in a work week shall be considered as overtime. All paid leave shall be calculated as "hours worked" toward the overtime threshold. Such overtime shall be either paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay or compensated for by compensatory time off at a rate of one and one-half (1½) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.1 Employees who work more than five (5) consecutive days as a result of a change in shift schedule or management canceling their scheduled time-off, shall be compensated at the rate of time-and-one-half for those hours worked on the days in excess of five (5). At the employee's option, this compensation

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will be in the form of pay or compensatory time, in compliance with Section 10.4.

10.2.2 Employees who as a result of a change in shifts work more than eight (8) consecutive hours will be compensated at the rate of time-and-one-half for those additional consecutive hours worked in excess of eight (8). Compensation in the form of compensatory time must be agreeable to both the affected employee and the City.

10.2.3 Employees ordered to work overtime which is not an extension of duty at the beginning or end of a normal shift shall be paid a minimum of four (4) hours at the rate of time and one-half. This includes court appearances and any meetings called by the City which require the attendance of the employee.

10.2.4 An employee shall be entitled to extraordinary overtime, as provided by SMC 4.20.230, only under the following circumstances:

A. The Mayor has issued an Emergency Proclamation; and

B. The Police Communications Director has determined that continuing to maintain the emergency status of Communications Section personnel is necessary to respond to the emergency; and

C. The employee has been assigned overtime to provide additional staff beyond normal levels to meet the emergency. For example: if eighteen (18) employees is normal staffing for a given shift and because of the emergency, the Police Communications Director determines that twenty (20) employees are needed, the two (2) employees assigned overtime to fill positions nineteen (19) and twenty (20) would receive extraordinary overtime compensation. Under the same scenario, if only sixteen (16) employees reported for the shift, the two (2) employees assigned to fill positions seventeen (17) and eighteen (18) would receive time and one-half overtime.

10.3 An employee who is required by the City to work mandatory overtime will be compensated by compensatory time if the employee so chooses, in accordance with the provisions of 10.4.

10.4 The maximum balance of compensatory time which an employee may accumulate will be twenty-four (24) hours. Employees will not knowingly apply for compensatory time when that application would exceed the twenty-four (24) hour limit.

10.5 When overtime assignments are necessitated because of a shortage of bargaining unit members, bargaining unit members will be granted voluntary overtime or assigned mandatory overtime to rectify the staffing shortage. An

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employee shall be paid six dollars ($6.00) compensation for a meal when specifically directed by the City to work two (2) hours or longer before or after working a normal shift of at least eight (8) hours or to work two (2) hours or longer before or after working a shift of at least eight (8) hours when called in to work on a furlough day. Any mandatory training overtime of three hours or more that does not include all classes of employees will be considered mandatory overtime for the purpose of earning mandatory credits.

A. "Voluntary overtime" is overtime that is assigned by a Supervisor to employees who volunteer for the work.
B. "Mandatory overtime" is overtime that is assigned by a Supervisor in the absence of employees volunteering for the work and mandatory training overtime of three hours or more that does not include all classes of employees. ~~to employees who volunteer for the work~~.
C. "Voluntary mandatory overtime" is shift extension overtime that is assigned by a Supervisor one day or less in advance that would be a mandatory overtime assignment, if an employee did not volunteer for the assignment.

10.5.1 Overtime will normally be assigned on a volunteer basis and shall be divided as equally as possible among those employees with the appropriate skill level who desire to work overtime. However, employees who are on mandatory sick reporting may not work voluntary overtime. ~~This~~ These restrictions do~~es~~ not apply to the remaining provisions regarding mandatory overtime.

In the event the City deems it necessary to mandatorily assign overtime work, that overtime work shall be rotated according to seniority among the employees covered by this agreement, starting with the least senior person provided that the following procedures shall apply.

(A) The Supervisor will first ask for volunteers for overtime.

(B) If additional personnel are needed, the Supervisor will ~~mandatorily~~ ask for volunteers for voluntary mandatory overtime and will then assign mandatory overtime as follows:

(1) A mandatory overtime log will be maintained at the Shift Supervisor's workstation. Employees will be listed in reverse seniority. The employees selected for mandatory overtime will have the fewest mandatory credits or be less senior than those with equal credits. Once an employee has been assigned mandatory overtime, the Supervisor will note the month/day/year and the number of mandatory overtime hours worked next to the name of the employee being so assigned. Employees will receive one mandatory overtime credit each time they work mandatory overtime on furloughs, discretionary time or on consecutive work shifts not separated by furloughs will receive two (2) mandatory overtime

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credits. The additional credit for work on consecutive shifts will be received for the second shift worked, if that shift was not voluntary mandatory overtime (i.e., to qualify for the credit, the second shift cannot be voluntary mandatory overtime, but the first overtime shift can be voluntary mandatory overtime).

~~a) Selection of employees for mandatory overtime for the first half of any shift will normally be from those employees present on the previous shift. Provided that, of those present, employees may ask to be assigned mandatory overtime out of order. If more than one employee voices said request, the employee with the fewest mandatory overtime credits will be selected. If the employees have the same number of credits, the employee with the least seniority will be selected.~~

~~b)Selection of employees for mandatory overtime for the second half of any shift will normally be from those employees due to report for work for the oncoming shift.~~

~~c)Normally, employees assigned to the fourth watch will be liable for mandatory assignments for the second half of first watch to the extent that it is their turn to work when compared with the employees due to report for the second watch. Employees assigned to the fifth watch will be liable for mandatory assignments for the second half of third watch to the extent that it is their turn to work when compared with the employees due to report for the next watch. Provided that, of those fourth or fifth watch personnel present, such employees may ask to be assigned mandatory overtime out of order. If more than one employee voices said request, the employee with the fewest mandatory overtime credits will be selected. If the employees have the same number of credits, the employee with the least seniority will be selected.~~

~~d)If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with above procedures will call in personnel who are on regularly scheduled furloughs first, then those who are on scheduled discretionary time off.~~

~~e)In the event the next eligible employee for mandatory overtime does not have the necessary skill level needed to the staff the watch, the Shift Supervisor will go to the next eligible employee having that skill level. (This should only be done when shifting personnel within workstations will not provide the skill mix necessary to operate the shift.)~~

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(2) Selection of employees for mandatory overtime for either half of any shift will be from those employees scheduled to work on the temporally adjacent shift. Provided that, of those present, or scheduled to be present on the adjacent shift employees may be assigned voluntary mandatory overtime out of order one day in advance or less. Voluntary mandatory overtime will not be assigned to employees on furloughs. There are no restrictions on the number of voluntary mandatory overtime assignments an employee may work during their work week as long as they are shift extensions. A voluntary mandatory overtime assignment may release another employee assigned mandatory overtime. The employee released must have the most mandatory overtime credits in the log book. If more than one employee voices said request, the employee with the fewest mandatory overtime credits will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. If the employees have the same number of credits, the employee with the most seniority will be selected. For anticipated mandatory overtime, assignments will be made five (5) days of less in advance.

A. If there is still a need for additional personnel for mandatory overtime, the Supervisor in accordance with the above procedures will ~~call in personnel who are on regularly scheduled furloughs first, then those who are on scheduled discretionary time off. Will~~ first assign mandatory overtime to employees on two (2) consecutive work shifts so they have two consecutive days of mandatory overtime, provided that this mandatory assignment shall not result in an employee working or being scheduled to work more than twelve (12) hours of overtime (voluntary or mandatory) during their work week. If there is still a need for additional employees, the supervisor will assign mandatory overtime to employees who have worked twelve (12) hours or more, but not more than sixteen (16) hours of overtime during their work week, provided that employees will not be assigned three (3) consecutive shifts of mandatory overtime. If thee is still a need for additional employees, the supervisor will first call in employees from the shift the overtime is needed who are on regularly scheduled furloughs and then those employees from the shift the overtime is needed who are on scheduled discretionary time of less than five (5) days.

B. In the event the next eligible employee for mandatory overtime does not have the necessary skill level needed to the staff the watch, the Shift Supervisor will go to the next eligible employee having that skill level. (This should only be

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done when shifting personnel within workstations will not provide the skill mix necessary to operate the shift.)

~~(2)~~(3) Any credits for mandatory overtime will expire one year after they are acquired.

~~(3)~~(4) Employees may be permitted to work less than four (4) hours of mandatory overtime. If less than three (3) hours of overtime are worked, the employee will not receive a mandatory overtime credit. For mandatory training, the employee will not receive a mandatory overtime credit if less than three (3) hours of overtime for training are worked.

~~(4)~~(5) Under normal conditions, the following circumstances will merit an exemption from mandatory overtime consideration:

a) If by assigning such overtime, the employee would have less than twelve (12) hours off duty before reporting for their next work assignment.

b) If employees, as a result of a change in shifts or canceled furlough days, are scheduled to work more than five (5) days in a row. This exemption will stand until such time the employee has had at least one day off duty of furlough, paid or unpaid leave.

c) If employees have already worked or are scheduled to work twelve (12) consecutive hours, they cannot be assigned mandatory overtime at the start or the end of that work period. However, an employee previously scheduled for mandatory overtime may not volunteer for overtime to avoid their assigned mandatory overtime.

d) If an employee can demonstrate that he/she is ill or has a close relative, as defined by Section 14.2, with an illness that requires their attention.

e) If the employee can demonstrate that he/she or any close relative, as defined in Section 14.2, that the employee is caring for has a previously scheduled medical or dental appointment the employee will be exempt from mandatory overtime. The employee may be required to provide verification of the medical/dental appointment

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~~e)~~f) If child care problems exist, AND less than twenty-four (24) hours notice of said mandatory assignment is given; provided that no employee shall attempt to consistently avoid mandatory overtime through the use of this exception.

~~f)~~g) If by assigning such overtime, it would cause the employee to work consecutive ~~calendar days~~ work shifts of mandatory overtime not separated by furloughs, except as provided by subsection (2)(A) above.~~.~~

~~g)~~h) If the employee has already ~~worked~~ worked or is scheduled to work twelve (12) hours or more of overtime during their normal five consecutive work days. If it can be demonstrated that an employee later refused a voluntary overtime assignment to avoid a mandatory assignment, the employee will forfeit one (1) mandatory credit.

i) When an employee has an approved vacation request for five (5) or more discretionary/furlough days, they will not normally be assigned mandatory overtime during that period.

j) With respect to mandatory overtime shifts separated by furloughs for first watch employees, those employees can be assigned mandatory overtime at the end of their shift on the last day of their regular work week or before their shift on their day of the next week, but not both.

k) Each employee will be annually given two (2) mandatory exemption opportunities for each calendar year. Requesting to use a mandatory exemption will allow an employee to be exempt from the normal mandatory overtime selection process. These exemptions may be used by an employee who is contacted in person or by telephone. Once an exemption has been used it will not be rescinded. These exemptions cannot be used in the event Section 10.2.4 has been implemented. Under normal conditions, employees will not be permitted to use these exemptions for the following dates and events: Fat Tuesday and the Friday and Saturday prior to Fat Tuesday, July 4th 1500 hours to July 5th 0300 hours; Torchlight Parade from 1500 hours to 0300 hours; the weekend of the hydro plane race; Halloween from 1500 hours to 0300 hours; Thanksgiving Day; November 30; Christmas Eve from 1500 hours to 2300 hours; Christmas Day; New Year's Eve from 1500 hours to 2300 hours; and New Year's Day. These exemptions may not be used, if an employee on furlough or discretionary time needs to be called in to work a mandatory assignment. Not more than three (3) employees for

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each shift requiring mandatory overtime assignments will be allowed to use the exemptions. These exemptions may be used if it causes an employee to work two (2) consecutive mandatory overtime assignments and if it causes an employee to work a mandatory assignment when they have already worked or are scheduled to work twelve (12) hours of overtime during their work week, but no more than sixteen (16) hours of overtime during their work week. These exemptions may not be used if it causes an employee to work three (3) consecutive mandatory assignments or to work more than sixteen (16) hours of overtime during their work week. If an employee has used an exemption and is then released from a mandatory overtime assignment, the exemption will be restored as appropriate.

l) The Guild will annually be given two (2) mandatory exemption opportunities for each calendar year. The Guild exemptions may be used by employees to attend to official Guild business.

m) Employees who are: (1) being trained or acting as the trainer during secondary training, primary training, primary school, radio training, or radio school; or (2) receiving remedial training or evaluations may, at the discretion of the Director of Communications, be exempt from mandatory overtime or restricted from performing voluntary overtime during the training or evaluation. No employee exempt from mandatory overtime during training or an evaluation may volunteer for overtime, and no employee restricted from performing voluntary overtime during training or an evaluation shall be required to perform mandatory overtime.

n) The Guild President will not be subject to mandatory overtime, if it interferes with official Guild business. The officers and shop stewards of the Guild will not be subject to mandatory overtime, if it conflicts with scheduled monthly board meetings or negotiations sessions. The Guild shall provide at least six (6) days notice to the Lieutenant and the Director of the date and time of the board meeting and of the duty status of those who will attend. The use of Guild Days will be subject to section 18.4 of this Agreement.

10.6 Whenever a bargaining unit member is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher paid classification within the bargaining unit for a period of four (4) consecutive hours or longer in a given work shift, he/she shall be paid at the rate established for such classification at a step which is closest to a 4% increase while performing such duties and accepting such responsibility; provided, compensation for Dispatcher IIIs working out of classification as the Chief Dispatcher shall be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Provided further, employees

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eligible for such pay under this provision shall be limited to those who have fulfilled all departmental training requirements and promotional criteria. Such assignments shall normally be made for periods of not less than four (4) consecutive hours. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.1 Effective October 1, 1995, whenever a Dispatcher III or Chief Dispatcher is assigned by proper authority to perform all of the non-sworn duties and accept all of the non-sworn responsibility of an employee at a higher paid classification as an Acting Supervisor for a period of four (4) consecutive hours or longer, he/she shall be paid at a step closest to a 6% increase above the Chief Dispatcher step wage rate they are entitled to while performing such duties and accepting such responsibility. Proper authority shall be the Communications Section Lieutenant or Director.

10.6.2 ~~10.6.2~~ An employee temporarily assigned to perform the duties of a lower classification for the benefit of the employee and voluntarily agreed to by the employee shall be paid at the rate of the lower classification which is nearest the salary rate the employee is currently receiving in the higher classification. Upon completion of this temporary assignment, the employee shall be returned to his/her previous classification and pay step. For the purposes of yearly pay step increases, time spent in the lower classification will count as continuous time worked within the normal classification. An employee temporarily assigned to perform the duties of a lower classification by management shall be paid at their normal rate.

10.6.3 Dispatcher II's Trained for Chief Dispatcher Duties

1. The trained DII's will be assigned to work as an acting Chief Dispatcher at least 16 hours per month in order to maintain that skill set.

2. Scheduling will be coordinated in a manner that allows both Dispatcher III's and trained Dispatcher II's to work at least 16 hours per month as acting Chief Dispatchers. Scheduling of DII's and DIII's skill maintenance assignments will be made at the beginning of the month by the supervisor. If by necessity the DII's and DIII's work additional assignments at the CD position their skill maintenance assignments will not be adjusted.

3. Chief Dispatchers who are working will not "bump" any Dispatcher II or III who is assigned to a skill maintenance tour at the Chief Dispatcher console.

4. Once trained, these Dispatcher II's would be eligible to volunteer for overtime that requires a Dispatcher III or Chief Dispatcher duties and would be subject to mandatory overtime assignments requiring a Dispatcher III or Chief Dispatcher duties.

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5. Dispatcher II's working out of class will be paid at a step closest to a 4% increase above the Dispatcher III step wage rate they are entitled. Out of class assignments must be of four hours duration or longer to be paid at the higher rate. Dispatcher II's performing duties of Dispatcher III will be paid out of class as a Dispatcher III when relieving the Chief Dispatcher unless the relief period is four or more continuous hours. Radio relief assignments involving any relief of the Chief Dispatcher will be paid Dispatcher III pay for the entire period of the radio relief assignment. Assignments of four or more hours as Chief Dispatcher will be paid at the bottom step of Chief Dispatcher pay.

6. Relief of the Chief Dispatcher while assigned as radio relief will not count toward the 16 hours of skill maintenance.

10.7 Promotional Guidelines

Chief Dispatcher Promotional Guidelines

A. Only Dispatcher III's with one year in grade, or bargaining unit members of higher classifications, may apply for the Chief Dispatcher promotional examination. In the Director's discretion he/she may allow Dispatcher II's trained as Dispatcher III's to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Chief Dispatcher positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City and evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 50%.
2. A job-related oral interview conducted by a panel consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 45%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Dispatcher III Promotional Guidelines

A. Only Dispatcher II's with one year in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher III promotional examination. Dispatcher II's may apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher II positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

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1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 25%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 20%.
4. A job-related oral interview consisting of the administrative sergeant, a Chief Dispatcher, and the Lieutenant. Graded weight 25%.
5. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Dispatcher II Promotional Guidelines

A. Only Dispatcher I's with eighteen months in grade, or bargaining unit members of higher classifications, may apply for the Dispatcher II promotional examination. In the Director's discretion, he/she may allow Dispatcher I with less time in grade to apply on a delayed eligibility basis.

B. The evaluation and selection of candidates for Dispatcher II positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision.

1. An evaluation of the candidate's primary/secondary phone skills completed by a D3 or CD. Graded weight 25%.
2. An evaluation of the candidate's radio skills completed by a D3 or CD. Graded weight 25%.
3. A job-related written examination, which if objective in nature can be graded by one person. Graded weight 45%
4. The applicant's most recent performance appraisal. Graded weight 5%.

C. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Systems Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the PCA in the Communications Section are eligible to apply for this position. The evaluation and selection of candidates for System Analyst positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision:

1. A completed resume/application form provided by the City
2. A job-related oral interview

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3. The applicant's performance appraisals and job performance evaluations

B. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Police Communications Analyst Promotional Guidelines

A. Only current Seattle Police Department employees in the Dispatcher class series and the Systems Analyst in the Communications Section are eligible to apply for this position. The evaluation and selection of candidates for Police Communications Analyst positions will be based on a review of the following, which will be reviewed by the Director who will make the final decision.

1. A completed resume/application form provided by the City evaluated by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 70%.
2. A job-related oral interview conducted by a team of at least three (3) evaluators. At least one of the evaluators will be a Chief Dispatcher. Graded weight 25%.
3. The applicant's most recent performance appraisal. Graded weight 5%.

B. A promotional eligibility list will be posted and remain in effect for two years. The list will be used for vacancies as they occur during those two years.

Promotional Guidelines/Other Issues

A. Whenever a group of candidates are applying for the same position all evaluators will remain the same for the entire group unless otherwise agreed to by the Guild. For example; Six candidates apply for the DII position. The same evaluator will do each candidates phone evaluation. The same evaluator, which may be a different evaluator from the person who did the phone evaluation, will conduct each candidate's radio evaluation. Another example; Six candidates are applying for the Chief Dispatcher position. The same team of at least three evaluators will evaluate the job related oral interview for each candidate if applicable.

B. Promotional registers will not display point totals, rather it will display only the relative ranking of each candidate.

C. There will be an official announcement to all employees for each promotional.

D. Employee has a right to an appeal of the annual performance appraisal as described in the Performance Appraisal Handbook.

E. An employee will not be rated at "needs improvement" or below on the annual performance appraisal unless they have previously been given notice of a failure to meet the relevant work place expectation, which has been documented.

F. All input received by the sergeant from Chief Dispatchers and the training unit will be used in the completion of the performance appraisal.

G. Chief Dispatchers and the training unit will receive appropriate training in providing information for use in the performance appraisal.

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10.8 Training Unit Conditions:

1. Filling vacancies:

When an opening in the training unit is actual or anticipated, the Director will have all interested applicants submit a letter of interest. The letter of interest should include all background and experience. Each applicant will then meet with an interview panel consisting of the Lieutenant, Administration Sergeant, a Chief Dispatcher, and a current member of the training staff. The interview panel will make a recommendation to the Director who will in turn make the final selection.

2. Overtime:

Training Unit personnel will not be subject to mandatory overtime during any given quarter unless they volunteer for overtime. If Training Unit personnel volunteer for overtime they will be subject to mandatory overtime under the terms of this collective bargaining agreement.

10.9 General job share conditions

1. Two (2) Dispatcher I FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher I classification. Two Dispatcher II FTE's will be designated for job share eligibility and will be shared equally by two employees for each FTE who are in the Dispatcher II classification. The participating employees must be regular status (non-probationary) employees of the Communications Section and be fully qualified to perform the duties of the position.

2. The employees who share the designated FTE will select their shifts in alternating order, the senior of the two making the 1st choice, the junior making the 2nd choice and so on and will work a regular 5/2, 5/3 rotating schedule.

3. Section seniority will be used to determine which two employees will be allowed to share the designated job share positions. It is understood that only qualified employees who request to share the positions will be considered.

4. If at any point during the period an employee in any of the job share positions voluntarily returns to full-time status or separates (e.g., resigns, quits, transfers, retires, or is dismissed) as participant in any of the designated job share positions in the Communications Section, the remaining employee in the job share position must return to full-time status in the position, unless the Director determines that another acceptable job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination. Under no circumstances may

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this employee bump another job share participant out of their designated job share position.

5. Job sharing will not preclude the opportunity for promotion. If an employee in the job share position is promoted, the remaining employee must return to full-time status, unless the Director determines that another job share arrangement can be made. If the remaining employee refuses to return to full-time status, the Department may consider this refusal as just cause for termination.

6. Upon commitment to the job sharing partnerships, the participating employees agree that the Department has no obligation to facilitate a mid-year change in their status or to re-employ on a full-time, permanent basis of the employees who are job sharing a position, regardless of the circumstances.

7. If at any point during the job share arrangements an assigned employee becomes unable to perform the essential functions of their position for greater than thirty days, the remaining employee must revert to full-time status for the duration of the incapacity at the discretion of the Director. The employer is required to provide one pay period advance notice in this instance. Refusal to comply with this provision nullifies the job share arrangement and is not subject to appeal to the Civil Service Commission and is not grievable.

8. The Director has the sole authority to administer the job share program as he/she deems appropriate, provided that he/she does not violate the terms of this article and the current collective bargaining agreement between the City and the Guild.

B. Hours of work and overtime.

1. Each job share participant will be on pay status, one week on, of forty (40) hours, and one week off, sharing a regular 5/2, 5/3 rotating schedule.
2. Overtime assignment will be in accord with the collective bargaining agreement between the City and the Guild. Job share participants can only work overtime during the week they are scheduled to work. Only one job share employee can work overtime on any given furlough.

C. Benefits

1. Regular benefits will be provided by the job share participants participating in the job share programs in accordance with the collective bargaining agreement with the Guild, City ordinance and personnel Rules as applicable, including the follows:
    a. Each job share participant must be on regular pay status for a minimum of eighty (80) hours each month in order to be eligible to receive benefits on an annualized basis.
    b. Sick leave and vacation leave shall be accrued according to the number of hours worked, per the collective bargaining agreement with the Guild.

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Funeral leave and emergency leave will be applied as provided in the collective bargaining agreement with the Guild.

2. The following exception will apply for the job share program:
   a. In order to offset the increased medical and dental premium cost of the job share program, each participating employee shall, on a monthly basis, reimburse the Department for one-half (1/2) of the premium cost for their respective medical and dental plans with the City. If job share employees opt out of the medical and dental coverage provided by the City, they will not be required to make this premium reimbursement.
   b. Not status quo. With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

D. Not Status Quo: With the expiration of this collective bargaining agreement, the job share program shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

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ARTICLE 11 - HOLIDAYS

11.1 Effective January 1, 1988, City holidays, as defined and determined by Ordinance 105961, will not be applicable to Guild members. The Guild agrees to forfeit all holidays and the corresponding premium pay for holidays worked in exchange for sixteen (16) additional furlough days per year under a five (5) days worked, two (2) days off; five (5) days worked, three (3) days off schedule.

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

12.1—Effective January 1, 2005, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Willamette 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 years 2005, 2006 and 2007, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 The parties agree to amend for the 2006 and 2007 contract years the Memorandum of Agreement previously established by the parties to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Exhibit 1 and by reference is incorporated herein) as follows:

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

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

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

d) Intent: Plan designs are to be maintained during this Contract, not to be diminished. The respective health care plan benefit designs may only be modified by the Health Care Committee for either contract year

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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.

~~Effective January 1, 2002, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Columbia Dental 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 including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.~~

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

~~12.1.2 For calendar years 2003 and 2004, during the term of this Agreement, the City shall pay the equivalent of 107% of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee, for any of the medical, dental and vision plans agreed upon by the Committee.~~

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

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

(a) Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent

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

(b) Whenever the Group Term Life Insurance Fund contains substantial rebate monies which 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 City shall notify the Guild of that fact and the parties shall immediately thereafter negotiate over how said money shall be utilized.

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

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

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

The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2004, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

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

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ARTICLE 13 - ANNUAL VACATIONS

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

13.3 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.

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

13.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

13.6 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 months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police 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.

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COLUMN NO. 1 ACCRUAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	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

13.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter. This section is effective January 1, 1984.

13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.

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

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

13.11 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

13.12 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police.

13.13 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which

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follow the procedures set forth in Section 13.14 to the greatest degree feasible. Any exceptions to the procedures set forth in Section 13.14 shall be case-by-case, based upon exceptional circumstances.

13.14 (a) Time off during the months of January, February, and March will be granted by section seniority based on written requests received prior to November 1st of the preceding year, for Steps 1 and 2, by the following procedure:

Step 1.
Requests of at least ten (10) consecutive days or more of paid leave and/or furlough time will be considered first.

Step 2.
Requests for time off, regardless of the length of time, will be addressed last, by written request within ten days after Step 1 posting.

(b) Starting February 1st of each year or earlier if mutually agreed, the section will begin its annual in-person time-off scheduling process for the nine months from April 1st through December 31st (see guideline 4 for exception). The process by which time off from April-December is scheduled is as follows:

Step 1.
Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select periods of time off of at least ten (10) consecutive days or more of paid leave and/or furlough time.

Step 2.
Starting with the employee with the greatest section seniority and continuing through descending seniority, employees will be allowed to select time off of any duration, including single days off, by written request within ten days after Step 1 posting.

Additional guidelines which apply to both Sections (a) and (b):

(1) A minimum of ten (10) consecutive calendar days constitutes a Step 1 vacation period under sections (a) and (b). If when selecting these extended vacation periods, a day (or days) is not available because of minimum staffing requirements, a request will still be considered a valid ten- (10) day minimum request as long as every available day between the start and the end of the vacation period is scheduled with paid leave and/or furlough time.

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For example, an employee selects July 1st through July 10th as their vacation period. Because of minimum staffing requirements, July 7th through July 10th are not available. As long as the employee uses furlough and/or paid leave for the remaining available days, the request is a valid ten- (10) day minimum request.

(2) Requests for time off during either January/February/March or April-December periods received after the respective seniority deadlines will be considered on a first-come, first-served basis.

(3) Once time off is approved, it is the responsibility of the employee to have sufficient paid leave available to fulfill the time off request as it was approved. If the employee does not have sufficient paid leave to take the entire scheduled time off, said time off may be canceled at the discretion of the Director and said employee forfeits seniority rights to that time now available.

(4) A request for time off which begins in one calendar year and extends into the following year will be considered as one request, with standing over January/February/March time off requests made in the subsequent year.

(5) A request for time off which begins in January/February/March and extends into April will be considered as one request, with standing over April - December time off requests in the upcoming year.

13.15 The City agrees to honor previously approved vacation and other paid leave when an employee's promotion necessitates a change in schedule or when City-mandated schedule changes occur or for agreeable employees when the City asks for volunteers to change shifts/schedules.

13.16 If during the vacation granting process, a day(s) is not available, the employee may choose to have themselves listed on the Watch Board as having priority for that day(s) should the time become available. Priority would be listed on a seniority basis, i.e., the most senior person wanting the day(s) would be marked as having "1st choice," the next senior person "2nd choice," etc.

(1) If the employee is mandatorily assigned to another watch which has a "waiting" list for the same day(s), they (or the employee) will be added to the "waiting" list by seniority.

(2) If the employee voluntarily switches to another watch which has a "waiting" list for the same day(s), the other employee(s) on the list will

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prevail and the re-assigned employee will drop to the "last choice" position.

This same system will be used after the vacation process is completed, however it will be on a first-come, first-served basis without regard to seniority.

13.17: Shift Selection, definitions, procedures, shift trades and other issues.

A. Definitions

1. "Seniority" refers to tenure achieved based upon the length of civilian service of a Guild member in the Communications Section as provided by sections 19.6 and 19.7 of the collective bargaining agreement between the Guild and the City.

2. "Classification" refers to the job titles of Dispatcher I, II, III and Chief Dispatcher.

3. "Vacancy" refers to an authorized position or pocket number, which is not currently filled by an employee.

4. "Director" refers to the commander of the Communications Section or his/her designee.

5. "Primary trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of 911 call taker training.

6. "Radio trained Dispatcher I" refers to a Dispatcher I who has satisfactorily completed a prescribed course of radio dispatch training.

7. "Medically directed shift exemption" refers to a waiver granted an employee who is temporarily unable to work the hours of their assigned shift because of a temporary medical condition. An employee granted this waiver will be reassigned to a shift the hours of which meets their needs as prescribed by the documentation submitted by their attending physician to the Seattle Police Human Resource Section. All medically directed shift exemption requests will be reviewed by the Seattle Police Human Resources Section prior to implementation by the Communications Director.

8. "Prolonged absence" refers to an extended absence on a shift created by an employee(s) taking sick leave, military leave, Family Medical Leave, leave for an industrial injury, unpaid leave of absence or on a medically directed shift exemption.

9. "Subject to a reasonable extension by the Department" refers to unanticipated delays in the process in contacting employees or a police "unusual occurrence" outside the control of the police department. Delays because of other administrative issues including but not limited to promotion of an employee participating in shift selection, separations in service or transfers are not permitted.

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B. Procedures

1. On October 1st of each year, the Administrative Sergeant will begin the shift selection process for the upcoming year for all bargaining unit classifications. This process will be completed by October 31st, subject to a reasonable extension at the request of the Department.

2. The shift selection process will be conducted in four (4) separate rounds. During the first round, the most senior dispatcher in each classification will select one shift, on one quarter, for the upcoming year, then each dispatcher in their respective classifications will, by descending seniority, make one selection for that round from the remaining shifts and quarters. This process will be repeated for the 2nd, 3rd, and 4th rounds, at which time all the positions for each classification will be filled. Personnel on leave during this time will be contacted in order of seniority for each round by the Administrative Sergeant.

3. Vacancies existing at the onset of the selection process will be given pre-assigned selections by the administrative sergeant for the upcoming year. In selecting these shifts for the vacant positions, the administrative sergeant will balance the needs of the Section (training, skill & experience levels, etc.) with the desires of the active employees.

4. The following special considerations will apply to Dispatcher I's during the shift selection process:

    a. Only primary trained Dispatcher I's may select 1st Watch, 4th Watch and 5th Watch. Therefore, based on when their primary training is expected to be completed, the Administrative Sergeant will determine in which quarter non-primary trained Dispatcher I's may begin selecting 1st, 4th, or 5th Watches. In addition, the Director reserves the right to assign all non-primary trained dispatchers to whichever watch necessary to equalize those numbers on the 2nd and 3rd Watches. Individual preferences will be considered when making these assignments. To clarify: for example, if a new dispatcher will not be primary trained until the end of the 2nd Quarter, the Administrative Sergeant will select the shifts to be assigned for the first two quarters (their first and second round picks), and the new dispatcher will be allowed to select by their seniority in the 3rd and 4th quarters (during the third and fourth rounds).

    b. While specific positions for radio trained Dispatcher I's will not be designated on each watch, the Director reserves the right to make any assignment adjustments necessary to provide radio trained Dispatcher I's with adequate training time on radio and to maintain a reasonable balance of skill on each watch.

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C. Shift Trades

1. After the shift selection process has been completed, the administrative sergeant will post a draft of the shift assignments for the upcoming year. At this time, anyone interested in a trade of shifts must submit a memo to the administrative sergeant, stating the quarter and shift they were assigned and the shift they would like to have for that quarter should it become available. Trades among Dispatcher I's must be between persons of equal skill levels unless otherwise approved by the Director. All requests for shift trades will be posted on a list in the administrative sergeant's office by quarter, shift, classification and Section seniority. These initial requests for shift trades must be submitted within 10 days after the draft of the shift assignments has been posted. Trades that can be made will be completed and the final shift assignment schedule for the upcoming year will be posted. Thereafter, any additional trade requests submitted will be posted on the same list, in order of receipt, without regard to seniority.

2. Mirror Image Trade Exception: In addition to the above trade procedure, trades between dispatchers of equal skill levels may be made for the same shifts for different quarters. Such trades must be requested by memo to the administrative sergeant either immediately after the draft of the shift assignment schedule is posted or anytime during the year.

   Example: Draft shift assignment schedule

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Dispatcher A	2nd Watch	3rd Watch	3rd Watch	1st Watch
Dispatcher B	1st Watch	3rd Watch	4th Watch	2nd Watch

   Dispatchers A and B, under this section may request to trade their 1st and 2nd Watches during the 1st and 4th quarters. This type of trade or exchange would be allowed outside the regular trade process since neither dispatcher gains any new watches or preference advantage, but only the ability to trade with certain fellow dispatchers between quarters.

3. All shift trades must be approved by the Director prior to implementation.

4. Once shift trades have been completed and the final shift assignment schedule has been posted, bargaining unit members will submit a memo for time off during the first quarter of the following year pursuant to SPDG Contract Section 13.14.The Administrative Sergeant will set a deadline date for receiving vacation requests that is at least ten (10) days after the final shift assignment schedule has been posted. Once the ten (10) day or longer vacations have been posted the Administration Sergeant will have bargaining unit members submit a memo for time off of any duration with a deadline of at least ten (10) days after the ten (10) day or longer vacations have been posted. All vacation requests will be posted no later than November 30th subject to a reasonable extension at the request of the Department.

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D. Other Issues

1. Whenever a promotion is made to the Dispatcher II, III, or Chief Dispatcher classification, the newly promoted employee will assume the shift schedule of the person they are replacing, provided:

    a. When a promotion occurs within a quarter, the promoted employee will fill the vacated position's shift assignment for the remainder of that quarter.

    b. If the promotion occurs in the 4th quarter the promoted employee can freeze two (2) quarters of their choice during the new year.

    c. If two (2) or three (3) full quarters are left in the year, the promoted employee can freeze one (1) quarter of their choice.

    d. If only one (1) full quarter is left in the year, the promoted employee will fill the vacated position's shift assignment.

    e. Any quarters not frozen by the promoted employee under sections (b) or (c) are available to current employees within those classifications, provided they have a trade request on record prior to the effective date of the promotion and are senior to the newly promoted employee and/or any others desiring the shift(s) in question. This "bumping" procedure is separate from the trade procedure previously listed under C. Shift Trades.

2. Whenever unanticipated vacancies, including prolonged absences, occur on any watch, overtime or promotion will be used to fulfill staffing needs. Provided, when vacancies/absences within a classification (Dispatcher I, II or Dispatcher III/Chief Dispatcher classifications combined) on a shift exceed one (1), the Director may transfer employees to correct the shortage within the respective classification. To clarify: For example, a shift could have vacant Dispatcher I, II and III (or CD) positions; a total of three (3) vacancies. These vacancies would not cause an involuntary transfer of personnel. However, if a second Dispatcher II vacancy occurred, the Director could involuntarily transfer a Dispatcher II from another shift to fill this second vacancy. In a like application, if a second Dispatcher III vacancy occurred, the Director could involuntarily transfer a Dispatcher III from another shift to fill the second vacancy.

    a. To correct staffing shortages beyond the above thresholds, the Director will first seek volunteers to transfer to the shift in question.

    b. If involuntary transfers become necessary, those selected for involuntary transfer will be the least senior employees in the required classification who have not worked and are not scheduled to work the shift in question during the calendar year. In the event that all eligible employees have worked or are scheduled to

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work the shift in question, the least senior of the group will be assigned a second assignment on the shift. In similar applications, if all had worked or were scheduled to work the shift twice or three times, then the least senior of the group would be assigned a third or fourth tour on the shift.

c. Prior to implementation, the Director will notify the Guild in writing of the reasons for involuntary transfers and the names of the employees affected.

3. For employees who use a medically directed shift exemption:
During the four quarters following the expiration of the exemption, the Director will reassign the employee to the shift they were originally exempted from up to the amount of time the exemption was active, provided: the reassignment will be used to (1) fill a vacancy/absence or (2) facilitate a shift trade request made pursuant to section C.1 above. If neither of these conditions apply, the employee will not be reassigned.

4 Any circumstance that may occur regarding mandatory topics related to shift selection, shift assignment and/or trading of shifts which is not specifically covered by this agreement will cause bargaining to commence to determine the proper action to be taken to remedy the situation.

13.18 The rule of two allows a combination of at least two employees per shift to use discretionary time on any available day. The rule of 2 will be granted with at least 24 hours notice even if it will create mandatory overtime. The rule of two will be granted with any prior notice if it will not require a mandatory overtime assignment.

1. Discretionary time taken during furlough paybacks described in 10.1 will not count toward the rule of 2 threshold.

2. Available days do not include July 4th, Seafair Torchlight Parade, Halloween (when Halloween falls on Friday – Sunday) and New Year's Eve during the hours of 1500-0300 hours on each of these days, which are considered "no-days."

3. The Director has the discretion to grant time off for exceptional circumstances on "no days" on a case by case basis.

4. The rule of two applies to Chief Dispatchers and Dispatcher 3's unless doing so creates overtime at the Chief Dispatcher or Dispatcher 3 level.

13.19: Chief Dispatchers and Dispatcher 3's may schedule discretionary time off as long as the scheduling of time off ~~e~~does not create any mandatory overtime assignment for

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SPDG employees. Discretionary time off may be scheduled five (5) days or less out after determining that there are sufficient personnel to staff the supervisor, CD, and relief positions using regularly assigned personnel or volunteer overtime assigned personnel. Each CD/D3 may utilize this option for no more than thirty-two (32) hours per calendar quarter. This will be a trial period from 10/1/05 to 9/30/06 at which time it will be re-evaluated.

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ARTICLE 14 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

- Illness or injury which prevents the employee from performing his/her regular duties.
- Disability of the employee due to pregnancy and/or childbirth.
- Medical or dental appointments for the employee.
- Sick leave credit may also be used for care of family members 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 No. 114648.

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

14.1.2 Unlimited sick leave credit may be accumulated.

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

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

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

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

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14.1.6 Compensation for the first four (4) consecutive work 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 may deem appropriate. Compensation for such absences beyond four (4) consecutive work 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.

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

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

- ~~Off work due to a disability which is caused by gross negligence on the part of the employee; provided that such exclusion shall not be deemed to prevent the taking of sick leave for any condition caused by or arising out of alcoholism, drug addiction or venereal disease by an employee who is receiving treatment for such condition by a physician, psychiatrist, certified social worker, or other qualified professional.~~

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

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

14.1.8.1 Prompt Notification - The employee shall notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

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

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compensatory time off, must be presented regardless of the number of days involved.

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

14.1.8.4 Claims To Be In Hours - Sick leave shall be claimed in hours to the nearest full hour. Fractions of less than one-half (1/2) hour shall be disregarded. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.

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

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

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14.3 Emergency Leave - Eight (8) hours or portion thereof of sick leave per each calendar year may be taken off without loss of pay with the approval of the employee's supervisor and/or department head when it is necessary for the employee to be immediately off work to attend to the following situation, which necessitates immediate action on the part of the employee to stabilize the employee's household situation: An unforeseen emergency has occurred with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence. Emergency leave may be taken in two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a calendar year.

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ARTICLE 15 - INDUSTRIAL INJURY OR ILLNESS

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

15.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 15.1 which provides payment at the eighty percent (80%) rate or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 15.1.

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

15.1.3 Employees must meet 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 Industrial

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Insurance Unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

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

15.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 15.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 15.1.

15.4 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.

15.5 Sick leave shall not be used for any disability herein described except as allowed in Section 15.1.1.

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

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

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ARTICLE 16 - RETIREMENT

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

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ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE

17.1 The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare daily work assignments, and to measure the performance of each employee or group of employees.

17.2 In establishing new and/or revising existing performance standards, the City shall, prior to implementation, place said changes on an agenda of the Labor-Management Committee for discussion.

17.3 The City also agrees that performance standards shall be reasonable.

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ARTICLE 18 - GUILD REPRESENTATIVES

18.1 The Guild's representative may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. City work hours shall not be used by employees and/or the Guild Representative for the conduct of Guild business or the promotion of Guild affairs other than stated above.

18.2 The Guild may appoint a Shop Steward in the City department affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Guild shall furnish the City Personnel Office and the affected Department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the appointed Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Guild representative on the job solely to inform the Guild of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

18.4 GUILD DAYS - Upon sufficient notification by the Guild President or his/her designee, the Employer shall grant Guild members a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Communications Center. Said absences - excluding time spent in contract negotiations - shall not exceed fifteen (15) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay for such time said Guild members spend on special leave of absence; and such reimbursement shall be due quarterly.

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

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

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

C. If the Guild includes more than two (2) employees per negotiations session as members of the Guild's bargaining team during the respective employee's work hours or the aggregate of one hundred fifty (150) hours is exceeded, the Guild 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.

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ARTICLE 19 - EMPLOYEE RIGHTS AND GENERAL CONDITIONS

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

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

(2) Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 8.1.2, Step 4, III, of Article 8.

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

19.2 Employees covered by this Agreement may examine their Section personnel and training files in the presence of a supervisor. Employees may examine their Department Personnel file in the presence of the Director of Police Personnel or his/her designee; however, background investigation information is not accessible to the employee. Materials placed into the employee's files relating to job performance or personal conduct shall be brought to his/her attention. Employees who challenge material included in their Department Personnel file are permitted to have material inserted relating to the challenge through the Director of Police Personnel. Employees who challenge material included in their Section personnel and training files are permitted to have material inserted relating to the challenge through the Director of Communications. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and this provision, including allowing employee access to such files. However, internal investigations files shall not be covered by this provision. Such files and employee access thereto shall be governed by Departmental regulations, and the provisions of Section 19.3.8 of this Agreement.

19.3 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that

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particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Guild. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

(1) Grant the employee's request, or

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

In construing this Section, it is understood that:

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

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

(3) The employee must make arrangements within two (2) business days for Guild representation when his/her request for representation is granted.

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

19.3.1 Employees shall be notified in writing before a finding is determined on any complaints received involving them when such complaints will require either a written or oral statement from the employee or by the nature of the complaint, the employee could be subject to disciplinary action. Complaints conducted by the Internal Investigations Section of the Police Department are exempt from this section.

19.3.2 The employee will be provided with the necessary documentation regarding the complaint so that he/she can prepare a statement in their defense, should they so desire. Employees will be given seven (7) calendar days after receipt of said complaint and documentation to submit a statement. This time limit may be extended by the employee upon submission of a written justification for such delay to the City. The Guild agrees that delay requests will be reasonable and not applied for merely to delay the process.

19.3.3 When employees are required to submit a statement in response to an order by a City official, the employee will preface the statement with: "This is a true

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and involuntary statement given by me in response to an order by (City Official) _____."

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

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

19.3.6 With complaints which may result in disciplinary action, the City may: 1) issue a documented, verbal warning; 2) issue a written reprimand; 3) suspend the employee; 4) demote the employee; 5) terminate the employee.

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

19.3.7 An employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Civil Service Commission procedures relative to the same disciplinary action.

19.3.8 An employee may request access to the investigative portion of closed Internal Investigations and Communications Section complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. The Internal Investigations Section or the Communications Section shall consider the circumstances and not unreasonably deny such access.

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

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

19.4 Whenever the City significantly revises job duties or job content, it shall meet with the Guild to negotiate appropriate salaries for those revisions.

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

19.6 REHIRES - In the event an employee within the Seattle Police Dispatchers' Guild bargaining unit transfers to a position outside the bargaining unit or separates from City service and within the next four (4) years is rehired or transferred into the same classification and level to which he/she was assigned at the date of the transfer or separation, such employee shall be placed at the step in the salary range which he/she occupied at the time of the original transfer or separation, or at the top step of the salary range if he/she is brought back at a lower level. Provided, that the employee shall be placed at a higher salary step if so determined by application of the Personnel Rules. Such previous time worked in the bargaining unit shall be included for the purpose of determining section seniority. The Chief of Police will grant vacation accrual rates in accordance with a rehired employee's past City service time.

1. If a former member of the bargaining unit, who was a Dispatcher II or higher or previously on a Dispatcher II promotional list, is transferred or rehired into a Dispatcher I position, and his/her absence is six (6) months or less,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination.
2. his/her absence is more than six (6) months,
   a) he/she will be placed at the bottom of the Dispatcher II promotional list after one (1) month of solo radio work; or
   b) if no promotional list exists, he/she will be eligible to take the promotional examination if one (1) month of solo radio work is completed prior to the examination.

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3. he/she is promoted to Dispatcher II on or after January 1, 1998, then effective January 1, 1999 or upon the date of promotion, whichever is later:
   a) he/she will be placed at the same salary step occupied prior to his/her transfer or separation, if he/she was a Dispatcher II; or
   b) he/she will be placed at the top Dispatcher II salary step, if he/she was a Dispatcher III or Chief Dispatcher.

19.7 Wherever referenced in this agreement, and as applies to the yearly shift selection process, Section seniority or seniority is defined as time served in the Communications Section, employed as a civilian dispatcher and would include any additional seniority restored as the result of the Rehire Section (19.6) of this contract.

19.8 Smoking Policy - Upon the move to the new West Precinct, bargaining unit members will be allowed to smoke in a designated outdoor, covered, secure area.

19.9 Parking - Bargaining unit members are permitted to park, free of charge, in spaces provided on the rooftop of the Library of the Blind at the West Precinct, subject to the following terms and conditions:

A. Parking will be available only for employees who are on-duty or on work-related business at the Communications Center.

B. Employees who are not on-duty, but who are engaged in work-related business at the Communications Center shall be entitled to park for up to two hours.

C. The Department will adopt enforcement mechanisms that may include fines and/or the revocation of parking privileges. Such enforcement mechanisms will not constitute employee discipline.

19.10 List of Employees - The Employer will furnish the Guild with a current list of its members on a quarterly basis, identifying the employee's name, address of residence, phone number, date of appointment and place of assignment. Such list shall be kept confidential, and used only for official Guild business. The Guild agrees not to disclose the names, addresses or telephone numbers of members to any person who is not an elected or appointed Guild representative.

19.11 Bulletin Boards - The City shall provide bulletin board space for the use of the Guild in an area accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for notices or other documents that promote or oppose a ballot issue or assist a candidate for

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public office. However, notices involving internal Guild politics and/or Guild elections are permitted to be posted in the provided space. All material posted shall be officially identified as belonging to the Seattle Police Dispatchers' Guild.

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

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

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

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

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ARTICLE 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 20.3 and 20.3A below.

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

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

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

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

B. Prior to expiration of the twelve (12) month trial service period, and subject to approval by the Personnel Director, an employee's trial service period may be extended up to three (3) additional months by written, mutual agreement between the department, the employee and the bargaining unit.

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

D. Where no such vacancy exists, an employee shall be given written notice fifteen (15) calendar days prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll. There name shall remain on the list for one (1) year.

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E. Employees who have been reverted or placed on a Reversion Recall List during the trial service period shall not have the right to appeal either action.

F. If a vacancy is to be filled in a department and a valid Reversion Recall List for that classification exists, eligible employees for that classification and from that department shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

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

H. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

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

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

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee

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shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

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

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

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 21.

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ARTICLE 21 – LAYOFF

21.1 In the event of layoff, affected bargaining unit members will be laid off in accordance with the Personnel Rules of the City, except as described in this Article.

21.2 The least-senior regular employee in the Police Communications Analyst or the Systems Analyst class in the Communications Section who is laid off or is displaced pursuant to the immediately preceding paragraph may displace the employee having the least seniority in a class of the Police Communications Dispatcher ("Dispatcher") class series when (1) the displacing employee has had prior service as a regular or probationary employee in such class, and (2) the employee to be sequentially displaced has less service in the class than the displacing employee.

21.3 The above provisions for employee transfers to avoid layoff from the Police Communications Analyst or the Systems Analyst class in the Communications Section shall be subject to the following limitations:

A. No regular employee in the Police Communications Analyst or the Systems Analyst class, in order to avoid layoff, shall displace another employee, including employees in the Dispatcher class series, unless the displacing employee possesses the skills necessary to perform the duties of the position held by the employee to be displaced.

B. Upon written showing by the appointing authority and approval of the Personnel Director that the displacing employee does not possess the skills required to perform the duties of the position held by the least senior employee in the highest class of the Dispatcher class series in which the displacing employee has prior service, the Personnel Director may authorize the displacing employee to displace:

(1) The next least senior employee, continuing in sequential order as necessary until the position held by a less senior employee is reached where the Director determines that the displacing employee has the required skills to immediately perform the duties of the position; or in the event no such position is found:

(2) The least senior employee in a lower class of the Dispatcher class series, where the Personnel Director determines that the displacing employee has the required skills to immediately perform the duties of the position.

C. Employees in the Police Communications Analyst or the Systems Analyst classes in the Communications Section shall not accrue service credit for

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layoff purposes in the Dispatcher class series, except in the event of subsequent layoff from a position in the Dispatcher class series, as provided by Personnel Rule 6.2.100.

21.4 Nothing in this Article shall be construed as recognizing the Police Communications Analyst and the Systems Analyst in the Communications Section as being part of the Dispatcher class series.

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ARTICLE 22 - SAVINGS CLAUSE

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

22.2 If the City Charter is modified during the term of this agreement and any modifications thereof conflict with an express provision of this Agreement, the City and/or the Guild may reopen, at any time, for negotiations of the provisions so affected.

BTS CITY CLERK

ARTICLE 23 - ENTIRE AGREEMENT

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

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

CITY CLERK

ARTICLE 24 - SUBORDINATION OF AGREEMENT

24.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal law, State law, and the City Charter. When any provisions thereof are in conflict with 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.

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

CITY CLERK

ARTICLE 25 - TERM OF AGREEMENT

25.1 This Agreement shall become effective on January 1, 200~~2~~5, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2004~~7~~. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days but not more than one hundred and twenty (120) days prior to December 31, 2004~~7~~. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

25.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, this Agreement shall continue to remain in full force and effect, in accordance with interpretation and application of RCW 41.56, during the course of collective bargaining until such time as the terms of a new Agreement have been consummated or unless either party serves the other party with ten (10) days' written notice of intent to terminate the existing Agreement.

25.2 ~~The Guild~~ Either party may reopen this Agreement for the purpose of negotiating ~~changes to Section 10.5.1, relating to the assignment of overtime work.~~ a sick leave incentive program.

~~25.3~~ Either party may reopen this Agreement for the purpose of negotiating newly hired Dispatcher I's being successfully trained as radio dispatchers as a condition of employment. ~~changes to any mandatory subjects that may be associated with the City making a recommendation to reclassify bargaining unit positions. The Guild may reopen this Agreement for the purpose of negotiating the mandatory subjects of bargaining associated with the promotional process for the positions of Police Communications Analyst or Systems Analyst.~~

Executed this _____ day of _____, 200~~2~~5.

SEATTLE POLICE DISPATCHERS' GUILD	CITY OF SEATTLE Executed under authority of Ordinance ~~120688~~_____~~.~~ and Resolution _____.
_____ President	_____ Mayor

CITY CLERK

Vice President

CITY CLERK

APPENDIX A

A.1 Effective ~~January 2, 2002~~December 29, 2004, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	Step A	Step B	Step C	Step D	Step E
Police Communications Dispatcher I	~~16.18~~ 17.25	~~16.81~~ 17.93	~~17.39~~ 18.54	~~18.09~~ 19.29	~~18.76~~ 20.01
Police Communications Dispatcher II	~~18.76~~ 20.01	~~19.51~~ 20.81	~~20.28~~ 21.63	~~21.03~~ 22.43	~~21.84~~ 23.30
Police Communications Dispatcher III	~~21.03~~ 22.43	~~21.84~~ 23.30	~~22.72~~ 24.22	~~23.60~~ 25.16	~~24.55~~ 26.18
Chief Police Communications Dispatcher	~~23.14~~ 24.67	~~24.06~~ 25.66	~~25.07~~ 26.73	~~25.99~~ 27.72	~~26.94~~ 28.73
Police Communications Analyst	~~23.60~~ 25.16	~~24.55~~ 26.18	~~25.52~~ 27.21	~~26.46~~ 28.22	~~27.49~~ 29.32
Systems Analyst, Police ~~in the Communications Section of the Police Department~~	~~23.77~~ 25.36	~~24.78~~ 26.43	~~25.74~~ 27.45	~~26.73~~ 28.51	~~27.78~~ 29.63

A.2 Police Communications Dispatcher I's and Dispatcher II's when providing training for other dispatchers, in a classroom or through "one-on-one" training on the floor consoles, shall receive premium pay in the amount equal to five percent (5%) of the current top step base pay rate for Police Communications Dispatcher II while performing in such training capacity.

A.3 Effective January 6, 1999, a shift differential of forty-nine cents ($.49) per hour for hours actually worked shall be paid to employees for work on a regularly scheduled shift which includes at least four (4) consecutive hours between the hours of 3:00~~45~~ p.m. and 7:00~~45~~ a.m. The shift differential will not be paid for any hours of paid time off such as vacation, holidays, sick leave, etc. The shift differential will be paid to employees working overtime only if they work four or more consecutive hours on the extra shift between the hours of 3:00~~45~~ p.m. and 7:00~~45~~ a.m., in which case it will be paid for all hours of overtime work for that shift.

BNS CITY CLERK

APPENDIX B

B.1 VEBA. Beginning in the 2006 year of the agreement, any ratified collective bargaining agreement that contractually requires the placement of all employee sick leave cash-out resources at retirement into a **VEBA** account for use by the respective employee for post-retirement health care costs as allowed under the IRS regulations associated with such accounts will include an increase in the cash-out value of sick leave at retirement from twenty-five percent (25%) to thirty-five percent (35%). In addition to the cash-out of sick leave at retirement as provided herein, on an annual basis during the month of January, commencing in January of 2006, any active employee who would have a sick leave balance of at least 240 hours following the cash-out of accrued sick leave as described as follows may, by execution of the appropriate payroll authorization, cash out up to fifty percent (50%) of the unused sick leave allocation said employee accrued during the prior fiscal year at the cash-out value of thirty-five percent (35%) for placement in said employee's **VEBA** account in accordance with and for the uses as provided by applicable IRS regulations associated with such accounts. For example, if a given employee had a sick leave balance of 288 hours on January 1, 2006, and said employee used two days of sick leave from January 1, 2005, through December 31, 2005, said employee could, by execution of the appropriate payroll authorization, cash out up to 40 hours of sick leave at a cash-out value of 35% for placement in the employee's **VEBA** account.

B.2 Supplemental Pension Plan. The City agrees to assess, on the basis of a specific proposal made by a Coalition Union either as part of the Coalition coordinated bargaining process or as part of the individual contract negotiations with a given Union, the acceptability to the City of a given supplemental pension proposal as a policy matter and respond promptly to the Union making such a proposal whether, and/or under what conditions, such a proposal would be acceptable.

B.3 Personal Holidays. If the 2005 year-end actuarial study commissioned by the Seattle City Employees' Retirement System (hereinafter, "System") finds that the amortization period for the System's unfunded actuarial liability does not exceed thirty (30) years and, therefore, no increase in contribution levels is required, the parties to this tentative agreement shall, upon the written request to the City by the Unions that are a party to this agreement, enter into negotiations solely and exclusively with respect to the issue of whether and/or to what extent and/or in what manner the number of Personal Holidays available to employees shall be increased.

B.4 Eligible Family Member. The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

The expressed purpose for the proposed modification of said definition shall be to allow an employee to use sick leave because of an illness, injury, or health care appointment

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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.

EMS 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%).

BTS CITY CLERK

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.

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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 Director of Labor Relations	Norma McKinney Personnel Director

CITY CLERK

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

BNS CITY CLERK

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)

Form revised December 9, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/4-7874 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 Police Dispatchers' Guild 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 Police Dispatchers' Guild. 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 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). The Seattle Police Dispatchers' Guild represents approximately 102 City employees.

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

The Collective Bargaining Agreement between the City of Seattle and the Seattle Police Dispatchers' Guild expired on December 31, 2004. The City and the Seattle Police Dispatchers' Guild began negotiations in December of 2004, and came to a tentative contract agreement in October 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.)*

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 3rd quarter of 2005, the Executive submitted supplemental budget legislation that made the appropriation changes necessary to implement the agreement. The legislation provides spending authority to adjust Departments' 2005 salary and benefits budgets for 2005. The fiscal note accompanying the legislation provides a more detailed and precise costing as it is 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, and are projected to increase by 2.3 percent in 2006, and 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.

CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

October 25, 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 Police Dispatchers' Guild. The Seattle Police Dispatchers' Guild represents approximately 102 City employees.

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 authorized by Ordinance 121888. In cases where the pay for deployed military provision applies, the Agreement is consistent with the terms set forth in the City of Seattle's military wage supplement authorized by Ordinance 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
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

191914 No.
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:30813 TITLE ONLY

was published on

11/17/05

The amount of the fee charged for the foregoing publication is the sum of $ 26.50, which amount has been paid in full.

R. Roy

Subscribed and sworn to before me on

11/17/05

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT 24 2008
STATE OF WASHINGTON

Affidavit of Publication

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 31, 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. 30813

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the Seattle Police Dispatchers' Guild 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 17, 2005.

11/17(191914)