

RESOLUTION No. 30916

A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Brotherhood of Teamsters, Local 117 - Community Service Officer and Evidence Warehouse units to be effective through December 31, 2007.

9/25/06 Adopted 9-D

Introduced: 9.25.06	By: Full Council
Referred:	To:
Referred:	To:
Reported: 9-28-06	
Passed: 9-25-06	Signed: 9-25-06
Filed: 10.3.06	Published: TIM 2

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*Law - Department*

*Law Department*

SMEAD 45 YSP 17704

RESOLUTION 30916

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2  
3 A RESOLUTION authorizing the Mayor to sign and/or execute a collective bargaining  
4 agreement by and between the City of Seattle and the International Brotherhood of  
5 Teamsters, Local 117 - Community Service Officer and Evidence Warehousemen units to be  
6 effective through December 31, 2007.

7 WHEREAS, a collective bargaining agreement between the City of Seattle and the International  
8 Brotherhood of Teamsters, Local 117, as the representative of the Community Service  
9 Officer and Evidence Warehousemen units, expired as of December 31, 2004; and

10 WHEREAS, collective bargaining between the City of Seattle and the International Brotherhood  
11 of Teamsters, Local 117 - Community Service Officer and Evidence Warehousemen units as  
12 a part of the Coalition of City Unions, has led to an agreement concerning wages, health  
13 care benefits, retirement benefits and other conditions of employment as specified in the  
14 collective bargaining agreement that are consistent with the Coordinated Bargaining  
15 Tentative Agreement or with Ordinance 121885 authorizing a military wage supplement;  
16 and

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

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

24 Section 1. As requested by the Personnel Director and recommended by the Mayor, the  
25 Mayor is hereby authorized for and on behalf of the City of Seattle to sign and/or execute the  
26 Agreement by and between the City of Seattle and Teamsters, Local Union No. 117 Evidence  
27 Warehousemen Unit and Community Service Officer Unit to be effective through December 31,  
28 2007, substantially in the form attached hereto as Attachment 1, provided that the collective

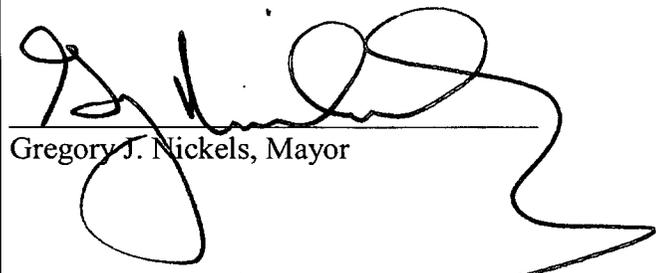


1 bargaining agreement has been ratified by the Union which is a party to the agreement being  
2 signed.

3 Adopted by the City Council the 25 day of September, 2006, and signed by me in  
4 open session in authentication of its adoption this 25<sup>th</sup> day of September, 2006.

5  
6   
7 \_\_\_\_\_  
8 President \_\_\_\_\_ of the City Council

9 THE MAYOR CONCURRING:

10  
11   
12 \_\_\_\_\_  
13 Gregory J. Nickels, Mayor

14  
15 Filed by me this 25<sup>th</sup> day of Oct, 2006.

16  
17  
18   
19 \_\_\_\_\_  
20 City Clerk

21 (Seal)

22  
23 Attachments:

24  
25 Attachment 1: Agreement by and between the City of Seattle and Teamsters Local Union No.  
26 117 Evidence Warehouse Unit and Community Service Officer Unit



AGREEMENT

by and between

THE CITY OF SEATTLE

and

TEAMSTERS LOCAL UNION No. 117

EVIDENCE WAREHOUSER UNIT

and

COMMUNITY SERVICE OFFICER UNIT

Effective January 1, 2005 through December 31, 2007

Attachment 1



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## ARTICLE 1 - NONDISCRIMINATION

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Allegations of discrimination shall not be a proper subject for the grievance procedure herein, but may instead be addressed by a charge with the appropriate human rights agency.
- 1.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.



ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND  
TEMPORARY EMPLOYMENT

- 2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix "A" and "B" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:
- 2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 2.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the Civil Service.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in:
- a. An interim assignment(s) of less than one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
  - b. An interim assignment for short-term replacement of a regular employee of less than one (1) year when the incumbent is temporarily absent; or



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

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

2.2- Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; ~~2.2.12~~; 4.1.1; 6.2; 6.2.1; 6.16; 16.1; 16.1.1; 16.2; 16.12~~3~~; 16.12.1~~3~~; 16.12.2~~3~~; 16.12.3~~3~~ and Article 5; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 10.3.1., 10.3.2. and 10.3.3.



2.2.2 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 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 25% premium pay.)

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

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service, as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for that employee to whom it applies.

2.2.3 Temporary Employee Medical and Dental Eligibility -- Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee he/she may, within ninety (90) calendar days thereafter, elect to participate in the City's medical, and dental and vision



insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. This shall be a one-time election while employed by the City as a temporary. The temporary employee may not forego this election and later decide to change his/her mind. 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 and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.2.4 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.

2.2.5 ~~A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eight (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for 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 2.2.8.~~ Temporary Benefits Eligible Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially



recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as he or she remains in such eligible assignment.

1. To qualify for a paid holiday, the employee must be on active pay status the normal scheduled workday before or after the holiday, as provided in Section 12.2.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.
3. Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated, based on the number of straight-time hours compensated during the preceding pay period.
4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2, 2.2.3, and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective



bargaining representative, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representative, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits, and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so, and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

2.2.89 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.910 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 budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2, or solely to avoid considering creation of regular positions.



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

2.2.11.1 A temporary employee not working in a limited-term assignment, who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical, vision and dental benefits under Article 14. In addition, a temporary employee who is in a limited-term assignment shall receive service credit for layoff purposes if the employee is immediately hired (within seven (7) business days without a break in service) into the same job title and position after the term is completed.

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

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

2.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include student intern programs, court-ordered community service programs, and other programs with similar purposes. An example of such a program is court-ordered Community Service. Individuals working for the City pursuant to such a program shall be exempt from all provisions of this Agreement.

2.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the



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



## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.
- 3.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the department at its discretion. Examples of such rights include the right:
- A. To recruit, hire, assign, transfer, promote, or lay off employees;
  - B. To suspend, demote, and/or discharge employees for just cause;
  - C. To determine the methods, processes, means, and personnel necessary for providing service, including the increase or diminution or change of operations or equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; the assignment of employees to specific jobs; the determination of job content and/or job duties; and the combination or consolidation of jobs;
  - D. To determine work schedules and the location of departmental headquarters and facilities;
  - E. To determine the amount of voluntary job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;
  - F. To determine the extent to which any employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the department budget;
  - G. To control the departmental budget;
  - H. To temporarily assign employees to a specific job or position outside the bargaining unit;
  - I. To determine appropriate work out-of-class assignments; and



J. To determine rules relating to acceptable employee conduct.

3.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

~~3.4 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.~~

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

Determination as to (1), (2), or (3) above shall be made by the department head, 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 Union shall be notified. The department head shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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



## ARTICLE 4 - UNION MEMBERSHIP AND DUES

- 4.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or appointed to a position in the bargaining unit as defined in Section 2.1 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.
- 4.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.
- 4.1.2 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 4.2 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with Section 4.1 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 4.1.
- 4.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4.1, but provide the employee and the City with thirty (30) calendar



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

4.2.2 In the event the employee has not yet fulfilled the obligation set forth within Section 4.1 within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 4.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.



## ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee may initiate a grievance to the City and have the grievance adjusted without the assistance of the Union. However, the adjustment must be consistent with the expressed terms of this Agreement, the Union must be given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievance and the Union must be notified in writing of any resolution. The following outline of procedure is written as for a grievance of the Union/employee against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 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 unimpeded and free from restraint, interference, 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 City business hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.
- 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 Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.
- 5.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be



introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

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

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

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

5.6.2 Step 2 -- If the grievance is not resolved as provided in Step 1-above, or if the grievance is initially submitted at Step 2 per Section 5.2, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Secretary-Treasurer or his designee and/or aggrieved employee shall then forward the written grievance to the individual in charge of the bureau with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

#### With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the individual in charge of the bureau, the Secretary-Treasurer or his/her designee or the aggrieved employee or the individual in charge of the bureau 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 Secretary-Treasurer 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 Secretary-Treasurer or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the individual in charge of the bureau and the Secretary-Treasurer 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 individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or his/her designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.

#### Without Mediation:

The individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or his/her designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.



5.6.3 Step 3 -- If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 5.2 or 5.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Secretary Treasurer or his/her designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head.

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

The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected department head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.6.4 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.

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

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

5.6.4.3 After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement or by alternately striking names, an arbitrator to hear the parties' dispute. The City and the Union hereby agree to formulate and maintain a list of mutually acceptable arbitrators from which the selection will be made. This list shall be



valid for the term of this Agreement and any extensions thereof shall be subject to modification by mutual written agreement of the City and Union.

5.6.4.4 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; and
- C. Remedy sought

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

- A. 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 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.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- D. 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.
- E. 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.

~~5.7 — The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:~~

- ~~A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time~~



~~lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and~~

~~B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.6.4.5C, above.~~

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

5.8.7

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

5.8 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.

5-105.9 A reclassification grievance will be initially submitted by the Union, in writing, to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

1. The Director of Labor Relations or designee, will notify the Union of



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

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

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

A. The Union may submit the grievance to binding arbitration, per Article 5, Section 5.6.4; or

B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 5, Section 5.6.4.

## ARTICLE 6 - GENERAL CONDITIONS

6.1 A Union business representative may, after giving prior notice to the individual in charge (or his/her designee) of the work unit of the employees covered by this Agreement, visit the work location during work hours. The area of the work location where evidence is actually stored is a restricted area and shall not be accessible to the Union business representative. The Union business representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with the work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than those related to the administration of this Agreement, except as provided by Section 6.1.1.

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

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

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.

6.2 The Union may appoint one (1) shop steward in each bargaining unit. In addition, the Union may appoint one (1) alternate shop steward, who may perform in the absence of the appointed shop steward. Immediately after appointment of its shop steward and the alternate,



the Union must furnish the City Director of Labor Relations and the Police Department's Director of Human Resources with the names of the employee(s) designated as shop steward(s). Failure to provide such a list shall result in non-recognition by the City of the shop steward(s). Shop steward(s) shall be regular full-time employees and shall perform their regular duties. They shall inform the Union of any alleged violations of this Agreement and process grievances, except as may be limited by this Agreement. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours. Shop stewards shall not interfere with the Employer's operation in any way or change working conditions.

- 6.2.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.
- 6.3 The City will subsidize the cost of monthly transit passes for personal use by employees by not less than fifteen dollars (\$15.00) per month for employees who purchase such passes. Any future increase in transit subsidy enacted by the City will be passed along to bargaining unit members.
- 6.4 All work shall be done in a competent and safe manner, and in accordance with the W.I.S.H.A. and O.S.H.A. Safety Codes. Where higher standards are specified by the City than called for as minimum by state or federal codes, City standards shall prevail.
  - 6.4.1 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.
- 6.5 Bulletin Boards -- The City, upon written request from the Union, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.
- 6.6 Investigatory Interviews -- When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident that may lead to discipline/discharge of that employee



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

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

6.6.1 In construing this Section, it is understood that:

- A. The City is not required to conduct an investigatory interview before disciplining or discharging an employee.
- B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when his/her request for representation is granted.
- D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

6.7 Labor-Management Committees -- The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss any subject of a general nature affecting employees covered by this Agreement. The purpose of departmental labor-management meetings is to deal with matters of general concern to the Union and a particular department. It is understood that such meetings are consultative in nature.

6.7.1 When issues to be discussed pertain to a single department, representatives of the affected department can attend such meetings and shall be able to set such meetings independently with the Union with the concurrence of the Director of Labor Relations. The Union shall be permitted to designate members and/or stewards in affected departments to assist its staff representatives in such meetings.

6.7.2 Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties.

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

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

- 6.7.4 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 work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

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

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

- 6.8 An employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use in accordance with SMC 4.70.025.
- 6.9 Alternative Dispute Resolution Program/ADR -- The City and the Union encourage the use of the City’s Alternative Dispute Resolution (ADR) Program or other ADR processes to resolve non-contractual workplace conflicts/disputes. Participation in the City’s ADR Program or in another ADR process is entirely voluntary and confidential.
- 6.10 Ethics and Elections Commission -- Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission



from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

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.

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

- A. If the overpayment involved only one (1) paycheck;
  - 1. By payroll deductions spread over two (2) pay periods; or
  - 2. By payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five Dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

6.12 Employee Parking

- A. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s), 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.
- C. The parties 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.

6.13 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.

6.14 Supervisor's Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, including allowing employee access to such files.

EVIDENCE WAREHOUSER UNIT

6.15 The A discretionary slush fund equivalent to thirty four dollars (\$34.00) per employee per year shall be established. Such funds shall be administered by the Department for job related needs or job related matters.

6.16 Uniforms - The City will reimburse up to five hundred and ten dollars (\$510.00) for an employee's uniform allotment to be available paid on the employee's anniversary date. New employees will be reimbursed up to four hundred and fifty one dollars (\$451.00) for the purchase of their initial uniforms after six (6) months of employment, and on their first anniversary date will receive five hundred and ten dollars (\$510.00) as a uniform allotment. and be reimbursed an additional two hundred seventy nine dollars (\$279.00). The Police



Department will make available a list of vendors that may be used for the purchase of uniforms and when any part or all of the uniform must be replaced. The City will reimburse the employee for the repair or replacement of uniforms that are damaged in the line of duty in accordance with Section 1.193, IV, of the Police Department Manual, except when caused by the employee's own negligence. If/when the Police Department makes a change in the uniform or vendor, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform. The makeup of the uniform shall be determined by the Police Department management, with input from a joint labor/management team. The reimbursements set forth in this sSection will be made upon presentation of an itemized receipt from the vendor. It is understood that the that upon initial implementation of this provision for current employees shall allow for the full allotment of five hundred ten dollars (\$510.00) shall be allowed as needed for their initial uniform purchase of their uniforms.



## ARTICLE 7 - WORK STOPPAGES

- 7.1 Work Stoppages -- The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.
- 7.1.1 In the event, however, that there is a work stoppage or any other interference with City functions that is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:
- A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;
  - B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
  - C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
  - D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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



B. An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3.1 below.

~~C. An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to the expiration of the initial twelve (12) month probationary period.~~

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

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

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

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

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

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a

Reversion Recall List for his/her former department and former classification and being removed from the payroll.

- D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the trial service period.
- E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service. The employee who has the most service shall be the first reinstated.
- H. Any employee whose name is on a valid Reversion Recall List who accepts employment with the City in that same job classification shall have his/her name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to re\_employment under this Reversion Recall List provision.
- I. A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been promoted or transferred.

8.5

Subsequent Appointments During Probationary Period or Trial Service Period - 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.



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.

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

- 8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the 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.
- 8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 17.

## ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

- 9.1 The classifications of employees covered under this Agreement and the corresponding rates of pay effective December 29, 2004 ~~January 2, 2002~~, are set forth within Appendix "A" and "B" attached hereto and made a part of this Agreement.
- 9.2 Effective December 28, 2005 ~~January 1, 2003~~, the base wage rates referenced in Section 9.1 above were increased by two point three percent (2.3%) which represents one hundred percent (100%) of the annual average growth rate of the bi-monthly percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period from August 2004 through June 2005, 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.
- 9.3 Effective December 2734, 20036, the base wage rates referenced in 9.2 above shall be increased by one hundred percent (100% of the annual average growth percentage increase of the bi-monthly in the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W) for the period from August 2005 through June 20036, 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.
- 9.4 In the event the "Consumer Price Index" becomes unavailable for purposes of computing the wage increase provided in Section 9.3, 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.
- 9.4.1 ~~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.~~

- 9.5 An employee, upon first appointment, shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A.
- 9.5.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one (1) month's service for each month of full-time employment, including paid absences. This provision shall not apply to work outside of classification or to temporary employees prior to regular appointment except as otherwise provided for in Section 2.2.10, and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform the same out-of-class duties on a full-time, continuous basis for twelve (12) or more months, he/she will receive one step increment in the higher paid title, provided that he/she has not received a step increment based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, an employee who has been reclassified shall be given credit for pay step purposes for the continuous time worked immediately preceding the reclassification for which they were properly paid "work outside of classification pay" provided for in Section 10.1.
- 9.5.2 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 9.5.3 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Workers' Compensation or Charter disability provisions shall not be considered absence. An employee who returns



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

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

9.5.5 Changes in Incumbent Status Transfers -- An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 9.5.1.

9.5.6 Promotions -- An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range that is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position, and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" or to "temporary assignments" providing pay "over regular salary while so assigned."

9.5.6.1 Hours worked out of class shall apply toward salary step placement if the employee is appointed, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class;

provided, however, the employee shall receive not less than the minimum salary of the lower range.

- 9.5.8 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided, however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- 9.5.9 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.
- 9.6 Classification and Compensation Study -- The City and the Union reserve the right, upon mutual agreement to open this Agreement for the purpose of negotiating changes to the City's classification and compensation systems.

## ARTICLE 10 - WORK OUTSIDE OF CLASSIFICATION

- 10.1 Work Outside Of Classification -- Out-of-Class is a management tool, the purpose of which is to complete essential public services. 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 of four (4) 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.
- 10.2 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 or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 10.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 10.3.1 When an employee is assigned to perform the same out-of-class duties in the same title for a total of twelve (12) or more months of



actual service (each 2080 hours), he/she will receive one (1) step increment in the higher-paid title, provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

- 10.3.2 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.
- 10.3.3 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.
- 10.4 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification, dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.



## ARTICLE 11 - ANNUAL VACATIONS

- 11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 11.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she becomes eligible and may accumulate a vacation balance 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.

- 11.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 11.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance shall be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 11.7 The minimum vacation allowance to be taken by an employee shall be one-half ~~(1/2) of a day~~ (1) hour, or at the discretion of the department head, such lesser amount as may be approved by the department head.
- 11.8 An employee who leaves City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has accrued.
- 11.9 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.
- 11.10 An employee granted an extended leave of absence that 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 City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 11.10 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.

- 11.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons



subject to verification by the employee's medical care provider. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that 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 11.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

## ARTICLE 12 - HOLIDAYS

12.1 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 after Thanksgiving Day
Christmas Day	December 25
Two (2) Personal Holidays	

12.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 12.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 12.4 shall be made only once per affected employee for any one (1) holiday.

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

12.2 To qualify for holiday pay, City employees shall have been on the payroll for a period of thirty (30) calendar days and shall have been on pay status their normal day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

- 12.3 Personal Holidays may be used in the same manner as an earned vacation day. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 12.4 for all time worked on the originally scheduled Personal Holiday.
- 12.4 An employee who has been given at least forty-eight (48) hours' advance notice and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1-1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 12.5 In the event an employee is required to work without having been given at least a forty-eight (48) hour advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the department, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 12.6 Employees on pay status on or prior to February 12 shall be entitled to use the first Personal Holiday as referenced in Section 12.1 during that calendar year.
- 12.6.1 Employees on pay status on or prior to October 1 shall be entitled to use the second Personal Holiday as referenced in Section 12.1 during that calendar year.

## ARTICLE 13 - LEAVES

- 13.1 A. Sick Leave -- Regular employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
1. Illness or injury that prevents the employee from performing his/her regular duties.
  2. Disability of the employee due to pregnancy and/or childbirth.
  3. Employee medical or dental appointments.
  4. 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 in SMC 4.24.
  5. 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/her retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

- B. Sick Leave Transfer Program -- Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article



5 of this Agreement through Step 3 of Section 5.6.3. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 5.6.4.

- 13.2 Change in position or transfer to another City department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the same or another department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 13.3 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.
- 13.4 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 free time for an employer other than the City of Seattle and his/her illness or disability arises therefrom.
- 13.5 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 unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if 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.



- 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. Claims to be in Fifteen Minute Increments~~Hours~~ -- Sick leave shall be claimed in fifteen (15) minute ~~hours~~ to the nearest eight (8) minutes~~full hour, a fraction of less than one-half hour being disregarded~~. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.
- E. 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.

13.6 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 and sixty-one (261) regularly scheduled work days counted from the first regularly scheduled work day 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 work days 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 was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.6.A.
- 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.

- 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 work days as applied to the time limitations set forth within Section 13.6.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.6.A.
- 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 13.6.A.
- 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 R.C.W.

13.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the



death of any close relative, provided that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the 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 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.

13.8 Leaves of Absence

- A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.
- B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.
- C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

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

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

When required by the department, employees will comply with Section 1.257 (Illness and Injury) of the Seattle Police Department Manual.

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

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

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

The "day" of emergency leave may be used for two (2) separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

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

13.11 Reinstatement -- An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

ARTICLE 14 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND  
LONG TERM DISABILITY INSURANCE

14.1 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, 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.

14.2 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" 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.

14.3 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 modified the established percentages established in c).

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

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

14.6 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:

14.6.1 Future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of



employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

14.6.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 14.86 above to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact and the parties, through the Labor-Management Health Care Committee shall determine how said money shall be utilized.

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

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

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

14.7.2 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; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 14.87.

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

14.8 State and Federal Health Care Legislation -- 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.

14.9 Labor-Management Health Care Committee -- ~~Effective January 1, 1999,~~ a Labor-Management Health Care Committee was 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.



ARTICLE 15 - RETIREMENT

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



## ARTICLE 16 - HOURS OF WORK AND OVERTIME

### EVIDENCE WAREHOUSERS

- 16.1 The work day of Evidence Warehousemen and Senior Evidence Warehousemen shall consist of eight (8) consecutive hours.
- 16.1.1 Employees covered by this Agreement may take a fifteen (15) minute rest period during each half of their work day, provided such rest breaks have been approved by the Sergeant in charge of the Evidence Unit or his/her designee.
- 16.2 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay or by mutual consent between the employee and the Unit Sergeant or his/her designee in compensatory time off at the applicable overtime rate.
- 16.2.1 The Unit Sergeant, or his/her designee, shall determine when overtime work is required of employees, as well as which employees will be assigned to work overtime.
- 16.2.2 Standby Duty -- Whenever an employee is placed on standby duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on standby duty, the standby duty pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Section 16.2.23.
- 16.2.3 Overtime Minimum Pay -- In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following a regularly scheduled shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.
- 16.3 ~~Inasmuch as the Evidence Unit is operating twenty-four (24) hours per day and seven (7) days per week, it is necessary that shifts of work be established. The hours of the established shifts are: 7:30 a.m. to 3:30~~



p.m.; 3:30 p.m. to 11:30 p.m.; 8:00 p.m. to 4:00 a.m.; and 11:30 p.m. to 7:30 a.m. Other sShift hours may be established by the Unit Sergeant or his/her designee. Any change from existing shifts shall be discussed with the Union.

16.3.1 The Sergeant in Charge of the Evidence Unit, or his/her designee, shall determine which employees are to be assigned to a shift and which employees will be required to rotate through the shifts. The method and timing of rotation shall be determined by the Unit Sergeant or his/her designee. Any change from the existing method and timing of rotation shall be discussed with the Union.

16.3.2 A shift differential of ~~T~~thirty-five ~~C~~cents (35¢) per hour, for hours actually worked, shall be paid to employees who work the 3:30 p.m. to 11:30 p.m. shift. A shift differential of ~~F~~forty-five ~~C~~cents (45¢) per hour, for hours actually worked, shall be paid to employees who work the 11:30 p.m. to 7:30 a.m. shift; and if an employee works a shift that overlaps either of the two (2) shifts for which a shift differential is paid, such employee shall be paid the appropriate shift differential assigned to the hours of work. Provided, under no circumstances will employees be paid a shift differential for hours worked between 7:30 a.m. and 3:30 p.m. and shift differential shall not be paid unless an employee works at least four (4) hours into a shift that has a differential.

16.3.3 The ~~above~~ shift premium shall apply only to time actually worked by an employee and will not apply to time off with pay. For example, the shift premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. The shift differential will be paid to employees who are assigned to work overtime only if they work four (4) or more consecutive overtime hours into the swing or graveyard shift, in which case the appropriate shift differential will be paid for all hours of overtime worked during that swing or graveyard shift.

16.3.4 Alternative work schedules may be arranged through the mutual agreement of the parties.

16.3.4.1 ~~Effective May 16, 2006, t~~The parties agree to implement a pilot program regarding an alternative work schedule the hours of work for the unit. Beginning with the new pay period following ratification bargaining unit members shall work a "9/80" shift. ,the scheduled weekly hours of work for the Evidence Warehouse shall be 6:00am to 6:30pm, Monday through Friday. It is further agreed that during this pilot program with the requisite hours of work addressed herein, during the pilot program the provisions (Section 16.3.2) for shift differential payment shall not apply. The pilot program shall may end,

unless extended by mutual agreement of the parties, one (1) year following implementation.

### **COMMUNITY SERVICE OFFICERS**

- 16.4 For purposes of this Article the following definitions shall apply:
- A. Work schedule shall be the scheduled days of work.
  - B. Work shift shall be the scheduled hours of work.
  - C. FLSA work week shall be a seven (7) consecutive day period; a total of one hundred sixty eight (168) hours.
  - D. Pay period work week shall be a seven (7) day period beginning with the first shift on Wednesday and ending at the conclusion of the evening shift on Tuesday. (The City pay period consists of two (2) such work weeks.)
  - E. Normal day's work shall be eight (8) hours.
  - F. Normal week's work shall be forty (40) hours.

The FLSA work week shall normally coincide with the pay period work week unless otherwise designated by the department.

- 16.4.1 Work schedules shall normally consist of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off except as provided below:

In the event employees are regularly assigned to work on Saturdays, those employees may, with prior approval from the management of the Community Services Section or his/her designee, select their second furlough day. Sunday will normally be the first furlough day. The second furlough day will occur on any day of the preceding Wednesday through Friday period, provided it is within the FLSA work week.

- 16.4.2 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes per day. Should an employee be required to work in excess of five (5) continuous hours from the beginning of his/her regular shift without being provided a meal period, the employee shall, at the discretion of supervision, either be afforded a meal period at the first available opportunity during working hours without compensation, or continue

working through eight (8) consecutive hours, in which case the employee does not work the last one-half (1/2) hour of the work shift and is released one-half (1/2) hour early.

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

16.5 Overtime -- Except as otherwise provided in this Article, all work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) 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 (1-1/2) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City. The use of compensatory time will be in accordance with the Police Department's written policies, with the exception that employees may accrue a maximum of forty (40) hours' compensatory time during the months of March through October and a maximum of fifty-six (56) hours' compensatory time during the months of November through February.

16.5.1 Overtime Minimum Pay -- In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. In the event an employee has, by his/her own action, failed to submit reports, statements, etc., concerning an event during his/her previous tour of duty and has failed to have reports properly approved by his/her supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

16.6 Overtime Pay for Court Appearances -- The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour for hour.

- A. If the session starts less than two and one-half (2-1/2) hours before or after their shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time and one-half (1-1/2) rate of pay on an hour-by-hour basis.
- B. If the session starts two and one-half (2-1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time and one-half (1-1/2) rate of pay.
- C. An employee on scheduled time off, vacation, or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours' overtime at the rate of time and one-half (1-1/2) their regular rate of pay.
- D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an employee is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time and one-half (1-1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an employee is called in for a court-related hearing on his/her furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the employee is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

16.7 When management deems it necessary, work schedules may be established other than Monday through Friday; provided, however, that

where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union in advance where practical and, upon request, such change(s) shall be discussed with the Union. Where practical, at least forty-eight (48) hours' advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours' advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule unless said notification was impractical.

- 16.8 Assignment and Shift Trades – By mutual agreement and subject to management's approval, employees other than Supervisors may exchange geographic assignments or, for the balance of the duration of a shift rotation, exchange shifts. Approval by management shall not be unreasonably withheld.
- 16.9 A subject for discussion at labor-management meetings during the term of this Agreement shall be developing procedures for the purpose of attempting to provide employees an equitable opportunity to fill vacant positions, to be assigned scheduled overtime or work on holidays, and to be granted their vacation requests.
- 16.10 Standby Duty -- Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on Standby Duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 16.5.1.
- 16.11 Shift Differential -- Effective upon the signature date of this Agreement, a shift differential of ~~Forty-five~~ thirty-five ~~Cents~~ Cents (35¢) per hour for hours actually worked shall be paid to employees who are scheduled to work not less than four (4) hours of his/her regular work shift between the hours of 3:30 p.m. and 12:00 a.m. (midnight). The shift differential will not be paid for any hours of paid time off, such as vacation, holidays, sick leave, funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the swing shift, defined as the hours of 3:30 p.m. and 12:00 a.m. (midnight), in which case it will be paid for all hours of overtime work for that shift.



~~16.12 Uniforms The City will provide Four Hundred Thirty-four Dollars (\$434) as a uniform allowance to be paid on the employee's anniversary date. New employees will be reimbursed up to Three Hundred Eighty-four Dollars (\$384) for the purchase of their initial uniforms after six months of employment, and on their first anniversary date will receive Four Hundred Thirty-four Dollars (\$434) as a uniform allowance and be reimbursed an additional Two Hundred Thirty-Five Dollars (\$235). The Police Department will determine the vendors to be used for the purchase of uniforms, the uniform required, as well as any replacement components. The City will reimburse the employee for the repair or replacement of uniforms that are damaged in the line of duty in accordance with Section 1.193, IV, of the Police Department Manual, except when caused by the employee's own negligence. If/when the Police Department makes a change in the uniform or vendor, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform.~~

### **EVIDENCE WAREHOUSERS AND COMMUNITY SERVICE OFFICERS**

16.12 Meal Reimbursement -- When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee actually purchases a reasonably priced meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Ordinance 111768. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal.

- 16.12.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:
- A. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.
  - B. In determining "reasonable cost," the following shall also be considered:



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

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

- | 16.124.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.
- | 16.124.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.102, 16.102.1, and 16.102.2; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of ten dollars (\$10.00) ~~Six Dollars \$10.00~~ in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.
- | 16.132 Any past, present, or future work schedule in which an employee, by action of the City, receives eight (8) hours' pay for less than eight (8) hours' work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay.



ARTICLE 17 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL

17.1 Transfers -- The transfer of an employee shall not constitute a promotion except as provided in Section 17.1.2.D.

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

17.1.2 Other transfers may be made upon consent of the department head of the departments involved and with the Personnel Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced.
- D. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 17.1.2.C is not practicable.
- E. The Personnel Director may approve a transfer under Sections 17.1.2 A, B, C, or D, with the consent of the department head of the receiving department only, upon a showing of the circumstances justifying such action.
- F. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon



the Personnel Director's approval of a written request by the appointing authority.

- 17.1.2.1 Employees transferred pursuant to the provisions of Section 17.1.2 shall serve probationary and/or trial service periods as may be required in Article 8, Section 8.5.
- 17.2 Voluntary Reduction -- A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such requested reduction, if the request is concurred in by the department head and is approved by the Personnel Director. Such reduction shall not displace any regular employee or any probationary employee.
- 17.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 17.3.5. Upon a showing, concurred in by the department head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.
- 17.3 Layoff -- Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict, or reduce functions or funds of a particular department.
- 17.3.1 Employees within a given class in a department shall be subject to layoff in accordance with the following order:
- A. Interim appointees;
  - B. Temporary or intermittent employees not earning service credit;
  - C. Probationary employees (except as their layoff may be affected by military service during probation);
  - D. Regular employees in order of their length of service, the one with the least amount of service being laid off first.
- 17.3.2 The City may lay off out of the order set forth within Section 17.3.1 upon a showing by the department head that the operating needs of the department require a special experience, training, or skill.
- 17.3.3 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is



imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

17.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 17.1.2.C. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 17.3.5.

17.3.5 For purposes of layoff, service credit in a class for a regular employee shall be computed in that class and shall be applicable in the department in which employed as follows:

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

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

C. Service Credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which he/she has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:

1. Jury Duty;

2. Disability incurred in line of service;

3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;



5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

17.3.5.1 Service credit for purposes of layoff shall not be recognized for the following:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Personnel Director.
- C. For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

17.4 Recall -- The names of regular employees who have been laid off or when requested in writing by the department head, probationary employees who have been laid off, shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff. Provided that for the names of regular, trial service, or probationary employees who have been laid off as part of the process for establishing the City's 2003 general fund budget shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of the layoff.

17.4.1 Upon request of the department head, the Personnel Director may approve the certification of anyone on such a Reinstatement Recall List as eligible for appointment on an open competitive basis in the department requesting certification.

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

17.4.3 Anyone accepting an appointment in the class from which he/she was laid off and in a department other than that from which he/she was laid off shall not be certified to his/her former department unless eligibility for that department is restored.

17.4.4 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.

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

A. Regular employees in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

B. Probationary employees without regard to length of service. The names of all probationary employees upon the Reinstatement Recall List shall be certified together.

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

A. Regular employees in the order of their length of service.

B. The regular employee on the Reinstatement Recall List who has the most service credit and who at the time of layoff was performing services essentially the same as required by the vacancy shall be offered employment on a trial basis in said vacancy.

C. A department may refuse to employ a person referred to it pursuant to this Section upon providing a reasonable justification therefore in writing to the Personnel Director and the Union.

D. This Section shall only be applicable to those positions that are covered by this Agreement.

17.4.5.2 The City reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 17.4.5.1, Subparts A, B, and C on a Citywide basis. In the event and at such time that the City implements such a procedure on a Citywide basis, the procedure set forth in Section 17.4.5.1 shall no longer be restricted only to those positions that are covered by this



Agreement but shall cover all positions within the non-uniformed classified service.

- 17.4.6 The City may recall laid-off employees out of the order set forth within Section 17.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skill.
- 17.4.7 Nothing in this Article shall prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.
- 17.5 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.



ARTICLE 18 - SUBORDINATION OF AGREEMENT

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



ARTICLE 19 - ENTIRE AGREEMENT

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



## ARTICLE 20 - SAVINGS CLAUSE

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



ARTICLE 21 - TERM OF AGREEMENT

- 21.1 All terms and provisions of this Agreement shall become effective on January 1, 2005, or upon signing by both the City and the Union, whichever is later, and shall remain in full force and 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), but not more than one hundred 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.
- 21.2 In the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect in accordance with RCW 41.56.123.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating a restructuring of the Evidence Warehouse Unit and/or a random drug testing program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

~~INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL UNION NO. 117~~

CITY OF SEATTLE  
Executed under authority of  
Ordinance No. \_\_\_\_\_

John A. Williams, Secretary-Treasurer

Gregory J. Nickels, Mayor



APPENDIX A

Section 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:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Evidence Warehouse</u>	<u>18.73</u>	<u>19.43</u>	<u>20.22</u>
<u>Evidence Warehouse, Senior</u>	<u>20.63</u>	<u>21.42</u>	<u>22.25</u>

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

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Evidence Warehouse</u>	<u>19.16</u>	<u>19.88</u>	<u>20.69</u>
<u>Evidence Warehouse, Senior</u>	<u>21.10</u>	<u>21.91</u>	<u>22.76</u>

Section 1.2. Effective December 27, 2006, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Evidence Warehouse</u>	<u>19.81</u>	<u>20.56</u>	<u>21.39</u>
<u>Evidence Warehouse, Senior</u>	<u>21.82</u>	<u>22.65</u>	<u>23.53</u>

~~Section 1. Effective January 2, 2002, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:~~

	<del><u>Step 1</u></del>	<del><u>Step 2</u></del>	<del><u>Step 3</u></del>
<del>Evidence Warehouse</del>			
<del>Evidence Warehouse, Senior</del>			

New wage rates based on Coalition being calculated and will be inserted by LR



## APPENDIX B

Section 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:

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
<u>Community Service Officer</u>	<u>21.85</u>	<u>22.68</u>	<u>23.58</u>	<u>24.49</u>	<u>25.46</u>
<u>Community Service Officer, Supervisor</u>	<u>24.93</u>	<u>25.90</u>	<u>26.95</u>	<u>28.01</u>	<u>28.01</u>

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

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
<u>Community Service Officer</u>	<u>22.35</u>	<u>23.20</u>	<u>24.12</u>	<u>25.05</u>	<u>26.05</u>
<u>Community Service Officer, Supervisor</u>	<u>25.50</u>	<u>26.50</u>	<u>27.57</u>	<u>28.65</u>	<u>28.65</u>

Section 1.2. Effective December 27, 2006, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
<u>Community Service Officer</u>	<u>23.11</u>	<u>23.99</u>	<u>24.94</u>	<u>25.90</u>	<u>26.94</u>
<u>Community Service Officer, Supervisor</u>	<u>26.37</u>	<u>27.40</u>	<u>28.51</u>	<u>29.62</u>	<u>29.62</u>



Section 1. Effective January 2, 2002, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<del>Step A</del> <del>00-06M</del>	<del>Step B</del> <del>07-18M</del>	<del>Step C</del> <del>19-30M</del>	<del>Step D</del> <del>31-42M</del>	<del>Step E</del> <del>43M+</del>
Community Service Officer	20.49	21.27	22.11	22.96	23.87
Community Service Officer, Supervisor	23.37	24.28	25.26	26.26	26.26

New wage rates based on Coalition being calculated and will be inserted by LR



## APPENDIX C

- C.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%). 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.
- C.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.
- C.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 (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.



C.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 capable 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.



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Personnel	David Bracilano/4-7874 Sarah Butler/4-7929	Karen Grove/4-5805

**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 International Brotherhood of Teamsters, Local 117 - Community Service Officer and Evidence Warehousemen units 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 International Brotherhood of Teamsters, Local 117 - Community Service Officer and Evidence Warehousemen units. 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 121885). The International Brotherhood of Teamsters, Local 117 represents approximately 14 employees within the Community Service Officer and Evidence Warehousemen units.

• **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 International Brotherhood of Teamsters, Local 117 - Community Service Officer and Evidence Warehousemen units expired on December 31, 2004. The City and the International Brotherhood of Teamsters, Local 117 began negotiations in October of 2005 and came to a tentative agreement in April of 2006.

• *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.)*

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



The employees covered by this collective bargaining agreement are a part of the Coalition of City Unions. The financial terms agreed to in the Collective Bargaining Agreement are reflected in the Coalition of City Unions' Tentative Agreement, Attachment 1 to this fiscal note, (Ordinance No. 121888), or the City of Seattle's military pay provision (Ordinance No. 121885).

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 increased by 2.5 percent in 2005, 2.3 percent in 2006, and are projected to increase by 3.4 percent in 2007. The City will also incur costs for salary-related benefits such as pension, social security, and medicare. Given these increases, the aggregate salary and salary-related benefits for Coalition members and non-represented employees would grow from \$454.7 million in 2004 to approximately \$493.0 million in 2007.

Approval of the collective bargaining agreement as recommended in this legislation will require no further budgetary adjustments for 2005 or 2006, as these costs are already included in the City's budget for these years. Costs for 2007 will be included in the development of the 2007 Proposed Budget.

Attachments:

Attachment 1: Coordinated Bargaining Tentative Agreement between the City of Seattle and the Coalition of City Unions



## ***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.



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%).



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.



**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 Warehouse/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:



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 25<sup>th</sup> day of May, 2005.**

### **THE CITY OF SEATTLE**

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Michael R. Schoeppach  
Director of Labor Relations

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Norma McKinney  
Personnel Director

Attachment 1 to Fiscal Note



## 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

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

---

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



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

---

Ken Thompson, Business Representative  
Teamsters, Local 763

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Robert McCauley, Union Representative  
Teamsters, Local 763

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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 of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

September 12, 2006

Honorable Nick Licata  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

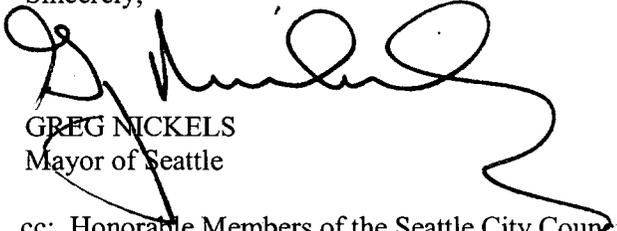
Dear Council President Licata:

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 International Brotherhood of Teamsters, Local 117 - Community Service Officer and Evidence Warehouse units (hereafter referred to as "Teamsters, Local 117"). Teamsters, Local 117 represents approximately 14 employees within the Community Service Officer and Evidence Warehouse units.

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

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

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> 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](mailto:mayors.office@seattle.gov)

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



Reso 30916

AGREEMENT

by and between

THE CITY OF SEATTLE

and

TEAMSTERS LOCAL UNION No. 117

EVIDENCE WAREHOUSER UNIT

and

COMMUNITY SERVICE OFFICER UNIT

Effective January 1, 2005 through December 31, 2007

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## ARTICLE 1 - NONDISCRIMINATION

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Allegations of discrimination shall not be a proper subject for the grievance procedure herein, but may instead be addressed by a charge with the appropriate human rights agency.
- 1.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 2 - RECOGNITION, BARGAINING UNIT, AND  
TEMPORARY EMPLOYMENT

- 2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, for employees employed within the bargaining unit defined in Appendix "A" and "B" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:
- 2.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees, and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 2.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the Civil Service.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in:
- a. An interim assignment(s) of less than one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
  - b. An interim assignment for short-term replacement of a regular employee of less than one (1) year when the incumbent is temporarily absent; or

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 4.1.1; 6.2; 6.2.1; 6.16; 16.1; 16.1.1; 16.2; 16.12; 16.12.1; 16.12.2; 16.12.3 and Article 5; provided, however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section.

2.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 10.3.1., 10.3.2. and 10.3.3.

2.2.2 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 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 25% premium pay.)

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

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service, as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for that employee to whom it applies.

2.2.3 Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may, within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly

premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. This shall be a one-time election while employed by the City as a temporary. The temporary employee may not forego this election and later decide to change his/her mind. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

2.2.4 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.

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

1. To qualify for a paid holiday, the employee must be on active pay status the normal scheduled workday before or after the holiday, as provided in Section 12.2.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.

3. Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated, based on the number of straight-time hours compensated during the preceding pay period.
4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2, 2.2.3, and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representative, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representative, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits, and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be

higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so, and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

- 2.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.
- 2.2.9 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the temporary employee has not worked for at least one (1) year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.
- 2.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided, however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2, or solely to avoid considering creation of regular positions.
- 2.2.11 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.
- 2.2.11.1 A temporary employee not working in a limited-term assignment, who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical, vision and dental benefits under Article 14. In addition, a temporary employee who is in a limited-term assignment shall receive service credit for layoff purposes if the employee is immediately hired (within seven (7) business days without a break in service) into the same job title and position after the term is completed.

- 2.2.11.2 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without break in service are eligible to apply for all positions advertised internally.
- 2.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 2.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include student intern programs, court-ordered community service programs, and other programs with similar purposes. Individuals working for the City pursuant to such a program shall be exempt from all provisions of this Agreement.
- 2.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement; or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.
- 3.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the department at its discretion. Examples of such rights include the right:
- A. To recruit, hire, assign, transfer, promote, or lay off employees;
  - B. To suspend, demote, and/or discharge employees for just cause;
  - C. To determine the methods, processes, means, and personnel necessary for providing service, including the increase or diminution or change of operations or equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; the assignment of employees to specific jobs; the determination of job content and/or job duties; and the combination or consolidation of jobs;
  - D. To determine work schedules and the location of departmental headquarters and facilities;
  - E. To determine the amount of voluntary job-related education expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel;
  - F. To determine the extent to which any employee benefit, employment practice, or working condition not specifically mentioned in this Agreement shall be continued, revised, discontinued, and the extent to which same shall be funded within the department budget;
  - G. To control the departmental budget;
  - H. To temporarily assign employees to a specific job or position outside the bargaining unit;
  - I. To determine appropriate work out-of-class assignments; and

J. To determine rules relating to acceptable employee conduct.

3.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

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

Determination as to (1), (2), or (3) above shall be made by the department head, 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 Union shall be notified. The department head shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

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

## ARTICLE 4 - UNION MEMBERSHIP AND DUES

- 4.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or appointed to a position in the bargaining unit as defined in Section 2.1 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.
- 4.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.
- 4.1.2 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 4.2 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with Section 4.1 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 4.1.
- 4.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4.1, but provide the employee and the City with thirty (30) calendar

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

4.2.2 In the event the employee has not yet fulfilled the obligation set forth within Section 4.1 within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so.

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 4.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

## ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee may initiate a grievance to the City and have the grievance adjusted without the assistance of the Union. However, the adjustment must be consistent with the expressed terms of this Agreement, the Union must be given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievance and the Union must be notified in writing of any resolution. The following outline of procedure is written as for a grievance of the Union/employee against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 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 unimpeded and free from restraint, interference, 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 City business hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.
- 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 Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.
- 5.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be

introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

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

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

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

5.6.2 Step 2 -- If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 per Section 5.2, it shall be reduced to written form, citing the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Secretary-Treasurer or his designee and/or aggrieved employee shall then forward the written grievance to the individual in charge of the bureau with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

#### With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the individual in charge of the bureau, the Secretary-Treasurer or his/her designee or the aggrieved employee or the individual in charge of the bureau 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 Secretary-Treasurer 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 Secretary-Treasurer or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the individual in charge of the bureau and the Secretary-Treasurer 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 individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or his/her designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.

**Without Mediation:**

The individual in charge of the bureau shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Secretary-Treasurer or his/her designee, together with the individuals in charge of the bureau and the section and/or unit, and departmental human resources staff. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the individual in charge of the bureau shall forward a reply to the Union.

- 5.6.3 Step 3 -- If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 5.2 or 5.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Secretary Treasurer or his/her designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head.

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

The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected department head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

- 5.6.4 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.

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

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

- 5.6.4.3 After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement or by alternately striking names, an arbitrator to hear the parties' dispute. The City and the Union hereby agree to formulate and maintain a list of mutually acceptable arbitrators from which the selection will be made. This list shall be

valid for the term of this Agreement and any extensions thereof shall be subject to modification by mutual written agreement of the City and Union.

5.6.4.4 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; and
- C. Remedy sought

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

- A. 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 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.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- D. 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.
- E. 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..7 An employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee

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

5.8 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.

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

1. The Director of Labor Relations or designee, will notify the Union of such receipt and will provide a date not to exceed six (6) months from the date of receipt of the grievance) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations or designee, will provide notice to the Union when, due to unforeseen delays the time for the classification review will exceed the six (6) month period.
2. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations or designee, will respond to the grievance in writing.
3. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution.
  - A. The Union may submit the grievance to binding arbitration, per Article 5, Section 5.6.4; or

- B. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations or designee will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 5, Section 5.6.4.

## ARTICLE 6 - GENERAL CONDITIONS

6.1 A Union business representative may, after giving prior notice to the individual in charge (or his/her designee) of the work unit of the employees covered by this Agreement, visit the work location during work hours. The area of the work location where evidence is actually stored is a restricted area and shall not be accessible to the Union business representative. The Union business representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with the work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than those related to the administration of this Agreement, except as provided by Section 6.1.1.

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

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

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.

6.2 The Union may appoint one (1) shop steward in each bargaining unit. In addition, the Union may appoint one (1) alternate shop steward, who may perform in the absence of the appointed shop steward. Immediately after appointment of its shop steward and the alternate,

the Union must furnish the City Director of Labor Relations and the Police Department's Director of Human Resources with the names of the employee(s) designated as shop steward(s). Failure to provide such a list shall result in non-recognition by the City of the shop steward(s). Shop steward(s) shall be regular full-time employees and shall perform their regular duties. They shall inform the Union of any alleged violations of this Agreement and process grievances, except as may be limited by this Agreement. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours. Shop stewards shall not interfere with the Employer's operation in any way or change working conditions.

- 6.2.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.
- 6.3 The City will subsidize the cost of monthly transit passes for personal use by employees by not less than fifteen dollars (\$15.00) per month for employees who purchase such passes. Any future increase in transit subsidy enacted by the City will be passed along to bargaining unit members.
- 6.4 All work shall be done in a competent and safe manner, and in accordance with the W.I.S.H.A. and O.S.H.A. Safety Codes. Where higher standards are specified by the City than called for as minimum by state or federal codes, City standards shall prevail.
  - 6.4.1 At the direction of the City, it is the duty of every employee covered by this Agreement to comply with established Safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall City Safety Program.
- 6.5 Bulletin Boards -- The City, upon written request from the Union, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.
- 6.6 Investigatory Interviews -- When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident that may lead to discipline/discharge of that employee

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

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

6.6.1 In construing this Section, it is understood that:

- A. The City is not required to conduct an investigatory interview before disciplining or discharging an employee.
- B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when his/her request for representation is granted.
- D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

6.7 Labor-Management Committees -- The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss any subject of a general nature affecting employees covered by this Agreement. The purpose of departmental labor-management meetings is to deal with matters of general concern to the Union and a particular department. It is understood that such meetings are consultative in nature.

6.7.1 When issues to be discussed pertain to a single department, representatives of the affected department can attend such meetings and shall be able to set such meetings independently with the Union with the concurrence of the Director of Labor Relations. The Union shall be permitted to designate members and/or stewards in affected departments to assist its staff representatives in such meetings.

6.7.2 Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties.

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

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

- 6.7.4 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 work place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

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

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

- 6.8 An employee covered by this Agreement who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use in accordance with SMC 4.70.025.

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

- 6.10 Ethics and Elections Commission -- Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission

from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and as such, are not subject to the grievance procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

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.

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

- A. If the overpayment involved only one (1) paycheck;
  - 1. By payroll deductions spread over two (2) pay periods; or
  - 2. By payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

6.12 Employee Parking

- A. If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s), 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.
- C. The parties 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.

6.13 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.

6.14 Supervisor's Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, including allowing employee access to such files.

6.15 The discretionary fund equivalent to thirty four dollars (\$34.00) per employee per year shall be administered by the Department for job related needs or job related matters.

6.16 Uniforms - The City will reimburse up to five hundred and ten dollars (\$510.00) for an employee's uniform allotment to be available -on the employee's anniversary date. New employees will be reimbursed up to four hundred and fifty one dollars (\$451.00) for the purchase of their initial uniforms after six (6) months of employment, and on their first anniversary date will receive five hundred and ten dollars (\$510.00) as a uniform allotment. The Police Department will make available a list of vendors that may be used for the purchase of uniforms and when any part or all of the uniform must be replaced. The City will reimburse

the employee for the repair or replacement of uniforms that are damaged in the line of duty in accordance with Section 1.193, IV, of the Police Department Manual, except when caused by the employee's own negligence. If/when the Police Department makes a change in the uniform or vendor, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform. The makeup of the uniform shall be determined by the Police Department management, with input from a joint labor/management team. The reimbursements set forth in this Section will be made upon presentation of an itemized receipt from the vendor. It is understood that upon initial implementation of this provision for current employees the full allotment of five hundred ten dollars (\$510.00) shall be allowed as needed for their initial uniform purchase.

## ARTICLE 7 - WORK STOPPAGES

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

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

- A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;
- B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

## ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

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

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

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

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

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

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

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

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

B. An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3.1.

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

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

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

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

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

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

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the

department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the trial service period.

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

8.5 Subsequent Appointments During Probationary Period or Trial Service Period - 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.

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.

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

- 8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the 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.
- 8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 17.

## ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

- 9.1 The classifications of employees covered under this Agreement and the corresponding rates of pay effective December 29, 2004 are set forth within Appendix "A" and "B" attached hereto and made a part of this Agreement.
- 9.2 Effective December 28, 2005, the base wage rates referenced in Section 9.1 were increased by two point three percent (2.3%) which represents one hundred percent (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 from August 2004 through June 2005.
- 9.3 Effective December 27, 2006, the base wage rates referenced in 9.2 shall be increased by one hundred percent (100% of the annual average growth percentage increase of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W) for the period from August 2005 through June 2006, provided, however, said percentage increase shall not be less than two percent (2%), nor shall it exceed seven percent (7%).
- 9.4 In the event the "Consumer Price Index" becomes unavailable for purposes of computing the wage increase provided in Section 9.3, 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.
- 9.5 An employee, upon first appointment, shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A.
- 9.5.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one (1) month's service for each month of full-time employment, including paid absences. This provision shall not apply to work outside of classification or to temporary employees prior to regular appointment except as otherwise provided for in Section 2.2.10, and except that step increments in the out-of-class title shall be

authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform the same out-of-class duties on a full-time, continuous basis for twelve (12) or more months, he/she will receive one step increment in the higher paid title, provided that he/she has not received a step increment based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, an employee who has been reclassified shall be given credit for pay step purposes for the continuous time worked immediately preceding the reclassification for which they were properly paid "work outside of classification pay" provided for in Section 10.1.

- 9.5.2 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 9.5.3 In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Workers' Compensation or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 9.5.4 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 9.5.5 Changes in Incumbent Status Transfers -- An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 9.5.1.
- 9.5.6 Promotions -- An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of

his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range that is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher paying position, and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed" or to "temporary assignments" providing pay "over regular salary while so assigned."

- 9.5.6.1 Hours worked out of class shall apply toward salary step placement if the employee is appointed, or his/her position reclassified, to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 9.5.7 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  - B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided, however, the employee shall receive not less than the minimum salary of the lower range.
- 9.5.8 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided, however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay:

- 9.5.9 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.
- 9.6 Classification and Compensation Study -- The City and the Union reserve the right, upon mutual agreement to open this Agreement for the purpose of negotiating changes to the City's classification and compensation systems.

## ARTICLE 10 - WORK OUTSIDE OF CLASSIFICATION

- 10.1 Work Outside Of Classification -- Out-of-Class is a management tool, the purpose of which is to complete essential public services. 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 of four (4) 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.
- 10.2 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 or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.
- 10.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 10.3.1 When an employee is assigned to perform the same out-of-class duties in the same title for a total of twelve (12) or more months of

actual service (each 2080 hours), he/she will receive one (1) step increment in the higher-paid title, provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

- 10.3.2 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.
- 10.3.3 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.
- 10.4 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification, dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

ARTICLE 11 - ANNUAL VACATIONS

- 11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 11.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she becomes eligible and may accumulate a vacation balance 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.

- 11.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 11.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance shall be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the department head and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the department head shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 11.7 The minimum vacation allowance to be taken by an employee shall be one (1) hour, or at the discretion of the department head, such lesser amount as may be approved by the department head.
- 11.8 An employee who leaves City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has accrued.
- 11.9 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.
- 11.10 An employee granted an extended leave of absence that 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 City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.

Where the terms of this Section 11.10 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.

- 11.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. In all

other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that 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 11.11 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

## ARTICLE 12 - HOLIDAYS

12.1 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 after Thanksgiving Day
Christmas Day	December 25
Two (2) Personal Holidays	

12.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 12.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 12.4 shall be made only once per affected employee for any one (1) holiday.

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

12.2 To qualify for holiday pay, City employees shall have been on the payroll for a period of thirty (30) calendar days and shall have been on pay status their normal day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

- 12.3 Personal Holidays may be used in the same manner as an earned vacation day. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 12.4 for all time worked on the originally scheduled Personal Holiday.
- 12.4 An employee who has been given at least forty-eight (48) hours' advance notice and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1-1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 12.5 In the event an employee is required to work without having been given at least a forty-eight (48) hour advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday or, by mutual agreement between the affected employee and the department, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 12.6 Employees on pay status on or prior to February 12 shall be entitled to use the first Personal Holiday as referenced in Section 12.1 during that calendar year.
- 12.6.1 Employees on pay status on or prior to October 1 shall be entitled to use the second Personal Holiday as referenced in Section 12.1 during that calendar year.

## ARTICLE 13 - LEAVES

- 13.1 A. Sick Leave -- Regular employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Unlimited sick leave credit may be accumulated. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
1. Illness or injury that prevents the employee from performing his/her regular duties.
  2. Disability of the employee due to pregnancy and/or childbirth.
  3. Employee medical or dental appointments.
  4. 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 in SMC 4.24.
  5. 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/her retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

- B. Sick Leave Transfer Program -- Employees may donate and/or receive sick leave in accord with the terms and conditions of the City's Sick Leave Transfer Program. This program is established and defined by City ordinance and may be amended or rescinded at any time during the term of this Agreement. Any disputes that may arise concerning the terms, conditions and/or administration of such program shall be subject to the Grievance Procedure in Article

5 of this Agreement through Step 3 of Section 5.6.3. Grievances over Sick Leave Transfer Program disputes shall not be subject to Step 4 (Arbitration) of Section 5.6.4.

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

13.3 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.

13.4 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 free time for an employer other than the City of Seattle and his/her illness or disability arises therefrom.

13.5 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 unless advised otherwise by the immediate supervisor or unless physically impossible to do so. If an employee is on a special work schedule, particularly where a relief replacement is necessary if 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.

- 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. Claims to be in Fifteen Minute Increments -- Sick leave shall be claimed in fifteen (15) minute to the nearest eight (8) minutes. Separate portions of an absence interrupted by a return to work shall be claimed on separate application forms.
- E. 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.

### 13.6 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 and sixty-one (261) regularly scheduled work days counted from the first regularly scheduled work day 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 work days 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 was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.6.A.
- 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.

- 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 hereafter 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 work days as applied to the time limitations set forth within Section 13.6.A. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.6.A.
- 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 hereafter amended.
- H. Sick leave shall not be used for any disability herein described except as allowed in Section 13.6.A.
- 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 R.C.W.

### 13.7 Bereavement/Funeral Leave

Employees covered by this Agreement shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the

death of any close relative, provided that where attendance at a funeral requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the 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 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.

13.8 Leaves of Absence

- A. A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.
- B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the employee's appointing authority may be granted by the City Personnel Director.
- C. No employee shall be given leave to take a position outside the City service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the City.

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

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

When required by the department, employees will comply with Section 1.257 (Illness and Injury) of the Seattle Police Department Manual.

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

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

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

The "day" of emergency leave may be used for two (2) separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

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

13.11 Reinstatement -- An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

ARTICLE 14 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND  
LONG TERM DISABILITY INSURANCE

- 14.1 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, 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.
- 14.2 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" 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.
- 14.3 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 modified the established percentages established in c).

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

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

14.6 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:

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

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

14.6.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies that are earmarked pursuant to Section 14.6 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact and the parties, through the Labor-Management Health Care Committee shall determine how said money shall be utilized.

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

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

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

14.7.2 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; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 14.7.

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

14.8 State and Federal Health Care Legislation -- 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.

- 14.9 Labor-Management Health Care Committee -- A Labor-Management Health Care Committee was 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.

## ARTICLE 15 - RETIREMENT

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

## ARTICLE 16 - HOURS OF WORK AND OVERTIME

### EVIDENCE WAREHOUSERS

- 16.1 The work day of Evidence Warehousemen and Senior Evidence Warehousemen shall consist of eight (8) consecutive hours.
- 16.1.1 Employees covered by this Agreement may take a fifteen (15) minute rest period during each half of their work day, provided such rest breaks have been approved by the Sergeant in charge of the Evidence Unit or his/her designee.
- 16.2 All work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time hourly rate of pay or by mutual consent between the employee and the Unit Sergeant or his/her designee in compensatory time off at the applicable overtime rate.
- 16.2.1 The Unit Sergeant, or his/her designee, shall determine when overtime work is required of employees, as well as which employees will be assigned to work overtime.
- 16.2.2 Standby Duty -- Whenever an employee is placed on standby duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on standby duty, the standby duty pay shall be discontinued for the actual hours on work duty, and compensation shall be provided in accordance with Section 16.2.3.
- 16.2.3 Overtime Minimum Pay -- In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following a regularly scheduled shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.
- 16.3 Shift hours may be established by the Unit Sergeant or his/her designee. Any change from existing shifts shall be discussed with the Union.

- 16.3.1 The Sergeant in Charge of the Evidence Unit, or his/her designee, shall determine which employees are to be assigned to a shift and which employees will be required to rotate through the shifts. The method and timing of rotation shall be determined by the Unit Sergeant or his/her designee. Any change from the existing method and timing of rotation shall be discussed with the Union.
- 16.3.2 A shift differential of thirty-five cents (35¢) per hour, for hours actually worked, shall be paid to employees who work the 3:30 p.m. to 11:30 p.m. shift. A shift differential of forty-five cents (45¢) per hour, for hours actually worked, shall be paid to employees who work the 11:30 p.m. to 7:30 a.m. shift; and if an employee works a shift that overlaps either of the two (2) shifts for which a shift differential is paid, such employee shall be paid the appropriate shift differential assigned to the hours of work. Provided, under no circumstances will employees be paid a shift differential for hours worked between 7:30 a.m. and 3:30 p.m. and shift differential shall not be paid unless an employee works at least four (4) hours into a shift that has a differential.
- 16.3.3 The shift premium shall apply only to time actually worked by an employee and will not apply to time off with pay. For example, the shift premium shall not apply to sick leave, vacation, holiday pay, funeral leave, etc. The shift differential will be paid to employees who are assigned to work overtime only if they work four (4) or more consecutive overtime hours into the swing or graveyard shift, in which case the appropriate shift differential will be paid for all hours of overtime worked during that swing or graveyard shift.
- 16.3.4 Alternative work schedules may be arranged through the mutual agreement of the parties.
- 16.3.4.1 The parties agree to implement a pilot program regarding an alternative work schedule. Beginning with the pay period following ratification bargaining unit members shall work a "9/80" shift. It is further agreed that during the pilot program the provisions (Section 16.3.2) for shift differential payment shall not apply. The pilot program may end, unless extended by mutual agreement of the parties, one (1) year following implementation.

## **COMMUNITY SERVICE OFFICERS**

- 16.4 For purposes of this Article the following definitions shall apply:
- A. Work schedule shall be the scheduled days of work.

- B. Work shift shall be the scheduled hours of work.
- C. FLSA work week shall be a seven (7) consecutive day period; a total of one hundred sixty eight (168) hours.
- D. Pay period work week shall be a seven (7) day period beginning with the first shift on Wednesday and ending at the conclusion of the evening shift on Tuesday. (The City pay period consists of two (2) such work weeks.)
- E. Normal day's work shall be eight (8) hours.
- F. Normal week's work shall be forty (40) hours.

The FLSA work week shall normally coincide with the pay period work week unless otherwise designated by the department.

- 16.4.1 Work schedules shall normally consist of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off except as provided below:

In the event employees are regularly assigned to work on Saturdays, those employees may, with prior approval from the management of the Community Services Section or his/her designee, select their second furlough day. Sunday will normally be the first furlough day. The second furlough day will occur on any day of the preceding Wednesday through Friday period, provided it is within the FLSA work week.

- 16.4.2 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes per day. Should an employee be required to work in excess of five (5) continuous hours from the beginning of his/her regular shift without being provided a meal period, the employee shall, at the discretion of supervision, either be afforded a meal period at the first available opportunity during working hours without compensation, or continue working through eight (8) consecutive hours, in which case the employee does not work the last one-half (1/2) hour of the work shift and is released one-half (1/2) hour early.

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

16.5 Overtime -- Except as otherwise provided in this Article, all work performed in excess of the employee's regularly scheduled shift of not less than eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be either paid for at the rate of one and one-half (1-1/2) 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 (1-1/2) times the overtime hours worked. Compensation in the form of compensatory time must be agreeable to both the affected employee and the City. The use of compensatory time will be in accordance with the Police Department's written policies, with the exception that employees may accrue a maximum of forty (40) hours' compensatory time during the months of March through October and a maximum of fifty-six (56) hours' compensatory time during the months of November through February.

16.5.1 Overtime Minimum Pay -- In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1-1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. In the event an employee has, by his/her own action, failed to submit reports, statements, etc., concerning an event during his/her previous tour of duty and has failed to have reports properly approved by his/her supervisor, then and in that event the City will not be obligated to pay any callback or overtime payments; nor shall the City be obligated to make any overtime payments when employees by their own action fail to properly perform other assigned duties. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.

16.6 Overtime Pay for Court Appearances -- The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour for hour.

A. If the session starts less than two and one-half (2-1/2) hours before or after their shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the

time spent in court at the time and one-half (1-1/2) rate of pay on an hour-by-hour basis.

- B. If the session starts two and one-half (2-1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time and one-half (1-1/2) rate of pay.
- C. An employee on scheduled time off, vacation, or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours' overtime at the rate of time and one-half (1-1/2) their regular rate of pay.
- D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an employee is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time and one-half (1-1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an employee is called in for a court-related hearing on his/her furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the employee will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the employee is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

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

overtime rate of pay for the first shift worked under the new schedule unless said notification was impractical.

- 16.8 Assignment and Shift Trades – By mutual agreement and subject to management's approval, employees other than Supervisors may exchange geographic assignments or, for the balance of the duration of a shift rotation, exchange shifts. Approval by management shall not be unreasonably withheld.
- 16.9 A subject for discussion at labor-management meetings during the term of this Agreement shall be developing procedures for the purpose of attempting to provide employees an equitable opportunity to fill vacant positions, to be assigned scheduled overtime or work on holidays, and to be granted their vacation requests.
- 16.10 Standby Duty -- Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on Standby Duty by the City shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 16.5.1.
- 16.11 Shift Differential -- Effective upon the signature date of this Agreement, a shift differential of thirty-five cents (35¢) per hour for hours actually worked shall be paid to employees who are scheduled to work not less than four (4) hours of his/her regular work shift between the hours of 3:30 p.m. and 12:00 a.m. (midnight). The shift differential will not be paid for any hours of paid time off, such as vacation, holidays, sick leave, funeral leave, etc. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the swing shift, defined as the hours of 3:30 p.m. and 12:00 a.m. (midnight), in which case it will be paid for all hours of overtime work for that shift.

#### **EVIDENCE WAREHOUSERS AND COMMUNITY SERVICE OFFICERS**

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

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

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

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

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

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

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

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

16.12.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 16.12, 16.12.1, and 16.12.2; provided, however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

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

require such an employee to work eight (8) hours per day for eight (8) hours' pay.

ARTICLE 17 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND  
RECALL

- 17.1 Transfers -- The transfer of an employee shall not constitute a promotion except as provided in Section 17.1.2.D.
- 17.1.1 Intra-departmental Transfers -- A department head may transfer an employee from one position to another position in the same class in his/her department without prior approval of the Personnel Director, but must report any such transfer to the Personnel Department within five (5) days of its effective date.
- 17.1.2 Other transfers may be made upon consent of the department head of the departments involved and with the Personnel Director's approval as follows:
- A. Transfer in the same class from one department to another.
  - B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
  - C. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationary employee is not displaced.
  - D. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationary employee is not displaced and when transfer in lieu of layoff under Section 17.1.2.C is not practicable.
  - E. The Personnel Director may approve a transfer under Sections 17.1.2 A, B, C, or D, with the consent of the department head of the receiving department only, upon a showing of the circumstances justifying such action.
  - F. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon

the Personnel Director's approval of a written request by the appointing authority.

- 17.1.2.1 Employees transferred pursuant to the provisions of Section 17.1.2 shall serve probationary and/or trial service periods as may be required in Article 8, Section 8.5.
- 17.2 Voluntary Reduction -- A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such requested reduction, if the request is concurred in by the department head and is approved by the Personnel Director. Such reduction shall not displace any regular employee or any probationary employee.
- 17.2.1 An employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 17.3.5. Upon a showing, concurred in by the department head that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.
- 17.3 Layoff -- Layoff shall be defined as the interruption of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff shall be based upon a specific policy decision by legislative authority to eliminate, restrict, or reduce functions or funds of a particular department.
- 17.3.1 Employees within a given class in a department shall be subject to layoff in accordance with the following order:
- A. Interim appointees;
  - B. Temporary or intermittent employees not earning service credit;
  - C. Probationary employees (except as their layoff may be affected by military service during probation);
  - D. Regular employees in order of their length of service, the one with the least amount of service being laid off first.
- 17.3.2 The City may lay off out of the order set forth within Section 17.3.1 upon a showing by the department head that the operating needs of the department require a special experience, training, or skill.
- 17.3.3 The City shall notify the Union and the affected employee in writing at least two (2) weeks in advance whenever possible, when a layoff is

imminent within the bargaining unit. However, in the event of a temporary layoff of less than fifteen (15) days, no advance notice need be provided to either the Union or the laid-off employee.

17.3.4 At the time of layoff, a regular employee or a promotional probationary employee shall be given an opportunity to accept reduction to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 17.1.2.C. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 17.3.5.

17.3.5 For purposes of layoff, service credit in a class for a regular employee shall be computed in that class and shall be applicable in the department in which employed as follows:

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

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

C. Service Credit shall be given for previous regular employment of an incumbent in a position that has been reallocated and in which he/she has been continued with recognized standing.

D. Service credit shall be given for service prior to an authorized transfer.

E. Service credit shall be given for time lost during:

1. Jury Duty;

2. Disability incurred in line of service;

3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;

5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

17.3.5.1 Service credit for purposes of layoff shall not be recognized for the following:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation that has been withdrawn within sixty (60) days from the effective date of the resignation and bears the favorable recommendation of the department head and is approved by the Personnel Director.
- C. For service of a regular employee while in a lower class prior to the time when he/she was transferred or promoted to a higher class.

17.4 Recall -- The names of regular employees who have been laid off or when requested in writing by the department head, probationary employees who have been laid off, shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff. Provided that for the names of regular, trial service, or probationary employees who have been laid off as part of the process for establishing the City's 2003 general fund budget shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period of two (2) years from the date of the layoff.

17.4.1 Upon request of the department head, the Personnel Director may approve the certification of anyone on such a Reinstatement Recall List as eligible for appointment on an open competitive basis in the department requesting certification.

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

17.4.3 Anyone accepting an appointment in the class from which he/she was laid off and in a department other than that from which he/she was laid off shall not be certified to his/her former department unless eligibility for that department is restored.

- 17.4.4 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, however, no employee shall lose reinstatement eligibility by refusing to accept appointment in a department other than the one from which the employee was laid off.
- 17.4.5 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from that department, the following shall be the order of certification:
- A. Regular employees in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
  - B. Probationary employees without regard to length of service. The names of all probationary employees upon the Reinstatement Recall List shall be certified together.
- 17.4.5.1 If a vacancy is to be filled in a department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification and from a different department, the following shall be the order of certification:
- A. Regular employees in the order of their length of service.
  - B. The regular employee on the Reinstatement Recall List who has the most service credit and who at the time of layoff was performing services essentially the same as required by the vacancy shall be offered employment on a trial basis in said vacancy.
  - C. A department may refuse to employ a person referred to it pursuant to this Section upon providing a reasonable justification therefore in writing to the Personnel Director and the Union.
  - D. This Section shall only be applicable to those positions that are covered by this Agreement.
- 17.4.5.2 The City reserves the right to implement a recall procedure for all employees in the non-uniformed classified service as described in Section 17.4.5.1, Subparts A, B, and C on a Citywide basis. In the event and at such time that the City implements such a procedure on a Citywide basis, the procedure set forth in Section 17.4.5.1 shall no longer be restricted only to those positions that are covered by this

Agreement but shall cover all positions within the non-uniformed classified service.

- 17.4.6 The City may recall laid-off employees out of the order set forth within Section 17.4.5 upon showing by the department head that the operating needs of the department require such experience, training, or skill.
- 17.4.7 Nothing in this Article shall prevent the reinstatement of any regular employee or probationary employee for the purpose of transfer to another department, either for the same class or for voluntary reduction in class as provided in this Article.
- 17.5 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

## ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

## ARTICLE 19 - ENTIRE AGREEMENT

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

## ARTICLE 20 - SAVINGS CLAUSE

- 20.1 If an Article of this Agreement or the Appendix attached hereto 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 Appendix shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 21 - TERM OF AGREEMENT

- 21.1 All terms and provisions of this Agreement shall become effective on January 1, 2005, or upon signing by both the City and the Union, whichever is later, and shall remain in full force and 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), but not more than one hundred 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.
- 21.2 In the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect in accordance with RCW 41.56.123.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating a restructuring of the Evidence Warehouse Unit and/or a random drug testing program.

Signed this 9<sup>th</sup> day of October, 2006.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL UNION NO. 117

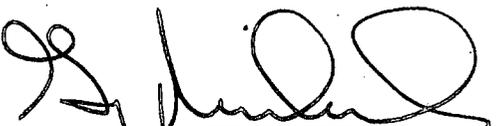
CITY OF SEATTLE

Executed under authority of

Ordinance No. 121888

Resolution No. 30916

  
\_\_\_\_\_  
John A. Williams, Secretary-Treasurer

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

APPENDIX A

Section 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:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Evidence Warehouse	18.73	19.43	20.22
Evidence Warehouse, Senior	20.63	21.42	22.25

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

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Evidence Warehouse	19.16	19.88	20.69
Evidence Warehouse, Senior	21.10	21.91	22.76

Section 1.2. Effective December 27, 2006, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Evidence Warehouse	19.81	20.56	21.39
Evidence Warehouse, Senior	21.82	22.65	23.53

## APPENDIX B

Section 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:

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
Community Service Officer	21.85	22.68	23.58	24.49	25.46
Community Service Officer, Supervisor	24.93	25.90	26.95	28.01	28.01

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

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
Community Service Officer	22.35	23.20	24.12	25.05	26.05
Community Service Officer, Supervisor	25.50	26.50	27.57	28.65	28.65

Section 1.2. Effective December 27, 2006, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

	<u>Step A</u> <u>00-06M</u>	<u>Step B</u> <u>07-18M</u>	<u>Step C</u> <u>19-30M</u>	<u>Step D</u> <u>31-42M</u>	<u>Step E</u> <u>43M +</u>
Community Service Officer	23.11	23.99	24.94	25.90	26.94
Community Service Officer, Supervisor	26.37	27.40	28.51	29.62	29.62

## APPENDIX C

- C.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%). 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.
- C.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.
- C.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 (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.

C.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 capable 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.

**STATE OF WASHINGTON - KING COUNTY**

--SS.

203220  
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

**Affidavit of Publication**

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

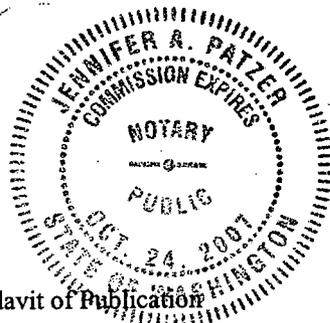
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:30916 & 30918

was published on

10/06/06

The amount of the fee charged for the foregoing publication is the sum of \$ 41.40, which amount has been paid in full.



*Samuel Olesky*  
\_\_\_\_\_

Subscribed and sworn to before me on

10/06/06

*[Signature]*  
\_\_\_\_\_

Notary public for the State of Washington,  
residing in Seattle

## State of Washington, King County

