Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Human Resources	David Bracilano/684-7875 Sarah Butler/684-7929	Christie Parker/684-5211

Legislation Title:
AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77 Seattle Department of Transportation unit to be effective January 23, 2013 through January 22, 2017; providing payment therefor; and ratifying and confirming prior acts.

Summary of the Legislation:
This legislation authorizes a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers, Local 77 ("Local 77") providing for wages, healthcare, and other conditions of employment effective January 23, 2013 through January 22, 2017. This legislation affects approximately 25 City employees represented by Local 77 in the Seattle Department of Transportation (SDOT).

The agreement provides that union members' wages will increase by 2.7 percent in 2013, and 2 percent in 2014. Cost-of-living increases for 2015 and 2016 are projected to be 2.2 percent and 2.5 percent, respectively, based on 100 percent of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June of the previous year over June of the base year. Cost-of-living increases for 2015 and 2016 shall not be less than 2 percent or exceed 7 percent. Signal Electricians I- V job titles will be consolidated to a single job title, Journey-Level Signal Electrician, and paid at the rate of the job title formerly called Signal Electrician IV. Those employees currently in the Signal Electrician V job title will be grandfathered at their current rates of pay with annual cost-of-living increases until they leave the City.

The agreement provides for changes to the administration and cost sharing of City health care plans. Union members who elect the Local 77 health care plan will increase their monthly premium cost share from 5 to 10 percent of the total monthly cost and will see increases to their office and prescription drug copays. Any union member may also opt to enroll in the "most employees" health care plan offered to Coalition of City Union members and non-represented employees (modified to meet the requirements of the Patient Protection and Affordable Care Act); the decision to move to such a plan will be permanent and irrevocable.

The agreement also provides for other changes to union members' working conditions, including a reopener on changes to the City's Retirement System, two additional floating holidays after nine years of employment (the same leave benefit provided to non-represented employees and union members in the Coalition of City Unions), adjusting shift working hours, and increasing the number of working crew chiefs from two to six, among other items. Finally, the agreement

memorializes an understanding between the parties that was reached several bargaining rounds ago (but not expressed in the contract) that disciplinary action shall be a proper subject of arbitration.

Background:
The collective bargaining agreement between the City and Local 77 SDOT bargaining unit expired on January 22, 2013. Union members continued to work on condition that their wages, hours and other working conditions be negotiated. Union members ratified the agreement in July of 2014.

Please check one of the following**:**

____ This legislation does not have any financial implications.

_X__ This legislation has financial implications.

Labor Relations developed the estimates below to approximate the costs of ratifying the new agreement. Appropriations for 2013 and 2014 were included in Ordinance 124533, which passed Council on July 14, 2014.

Local 77 members' base wages will increase by 2.7 percent for 2013, and 2 percent for 2014, with cost-of-living increases commensurate with the June/June CPI for 2015 and 2016. The net aggregate cost of wages and benefits for members is estimated to grow from $2.6 million in 2012 to $2.8 million in 2017, assuming a 2.2 percent increase in 2015 and a 2.5 percent increase in 2016.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
See above.

b) **What is the financial cost of not implementing the legislation?**
If the contract is not legislated, employees will continue to receive the same wages that became effective on January 18, 2012. There may be additional legal risks associated with not implementing this legislation.

c) **Does this legislation affect any departments besides the originating department?**
This proposed Council Bill will impact SDOT's budget, and to the extent provided in the collective bargaining agreement, the operational functions of its Local 77 union members.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.

e) **Is a public hearing required for this legislation?**

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

g) Does this legislation affect a piece of property?
No.

h) Other Issues: None.

List attachments to the fiscal note below:

Attachment A: Track-changed version of Ordinance Attachment A from previous CBA

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

(SEATTLE DEPARTMENT OF TRANSPORTATION)

Effective from January 23, 2013 through January 22, ~~2009~~2017

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77

THIS AGREEMENT is between the CITY OF SEATTLE (hereinafter called the City) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

Purpose of this Agreement - The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common and sympathetic interest in the operation of an effective and efficient municipal government. All will benefit by a continuous peace and by adjusting any differences which may arise to establish the conference and consultative machinery and procedures hereinafter provided for the following purposes.

1. To provide for fair and reasonable rates of pay, hours, and working conditions for employees of the City.

2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.

3. To promote stability of employment and establish satisfactory tenure.

4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outlined in this agreement.

5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City.

6. To adjust properly all disputes arising between them related to the matters covered by this Agreement.

7. To promote systematic labor-management cooperation between the City and its employees.

NON-DISCRIMINATION

The City and the Union agree that they will not discriminate against any employee by reason of age, race, creed, color, sex, national origin, religious belief or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

The parties agree nothing in this contract, including seniority provisions, shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability. Application of this provision is not intended to modify the requirements of Article 2.

ARTICLE 1. RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in Chapter 108, Extraordinary Session, Laws of 1967 of the State of Washington, of all regular, full-time employees whose job classifications are listed in Appendix A of this Agreement.

ARTICLE 2. UNION MEMBERSHIP AND DUES

2.1 The City recognizes the Union's right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.

2.2 The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required to members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City.

2.3 Each regular full time employee within the bargaining unit whose most recent employment by the City of Seattle commences on or after July 1, 1971, shall make application to become a member of the Union within thirty days following the date of employment within the unit, and all other employees within the bargaining unit who have voluntarily become members of the Union as of April 1, 1971, shall maintain such membership in good standing, and failure by any

such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.

2.3.1 In accordance with RCW 41.56.122, employees covered by this agreement who for bona fide religious tenets or teachings of a church or religious body who are forbidden from joining a union shall contribute monthly an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

2.3.2 Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation, the Union shall provide the employee, the City Director of Labor Relations (and a courtesy copy to the affected Department Head), with thirty (30) days' notification of the Union's intent of discharge action, and during this period the employee may make restitution in the amount which is overdue.

2.3.3 If the employee has not fulfilled the above obligation by the end of the Union's thirty (30) calendar day discharge notification period, the Union will thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Article II, Section 3. In this notice the Union will indicate whether or not it is still seeking the discharge of the employee for failure to abide by the terms of the labor agreement between the City and the Union.

ARTICLE 3. DURATION, MODIFICATION, AND CHANGES

3.1 This Agreement shall become effective January 23, ~~2006~~2013, and shall remain in effect through January 22, ~~2009~~2017. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) by not more than one hundred and twenty (120) days prior to January 22, ~~2009~~2017. Any modifications requested by either party must be submitted to the other party no later than ninety (90) days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

3.1.1 At its discretion for any one or all of the annual pay increase effective dates, the City may implement the new pay rates prior to the January 23 pay date, but no earlier than the beginning of the pay period in which this date falls.

3.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union no later than October 15 prior to the expiration of the Agreement, but not earlier than July of that year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement

ARTICLE 4. GRIEVANCE PROCEDURE

4.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving any situation resulting in a grievance. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being thirty (30) calendar days or less prior to the initial filing of the grievance.

4.1.2 Step 1. As the initial step, the grievance shall be discussed by the Union Steward and the immediate supervisor of the employee.

4.1.3 Step 2. If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be forwarded to the Department, he shall submit it in writing within ten (10) working days after the discussions between the shop steward and the supervisor involved. The grievance should set forth the following:

a. A statement of the nature of the grievance and the facts upon which it is based.

b. The remedy or correction which it is desired that the Department make.

c. The section or sections of the Agreement, if any, relied upon as being applicable thereto.

4.1.4 When a grievance is so presented, the Department shall reply in writing within ten (10) working days from the receipt of the grievance.

4.2 Step 3. If no settlement is arrived at in Step 2, the grievance shall be submitted within ten (10) working days after the Step 2 answer to a Joint Labor-Management Committee composed of three representatives of the Union and three representatives of the Department, who shall endeavor to settle the grievance within ten (10) working days.

4.3 Step 4. If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days of the expiration of the settlement period enumerated in Step 3, and will be accompanied by the following information:

1. Question or questions at issue

2. Statement of facts

3. Position of employee or employees

4. Remedy sought

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

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

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

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

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

D. Nothing herein shall be construed as preventing the Department and the Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

4.3.1 By mutual agreement, the parties to this agreement, the Union and the City, may: 1) submit the grievance for mediation in lieu of arbitration (in which case the parties waive the right to pursue the matter further to arbitration); or 2) may request the arbitrator selected for arbitration, or

another arbitrator, mediate the dispute which shall then be subject to arbitration if mediation should fail to result in a settlement.

~~4.4 Disciplinary action may be processed through the third step of the grievance procedure; but shall not be a subject for arbitration. In no event shall this agreement alter or interfere with disciplinary procedure heretofore followed by the Department or provided for by the City Charter, Ordinance or Law, including the procedure for appeals thereof. This clause shall not, however, prevent the Union from affording to its members such representation in any other proceeding as it may see fit.~~

4.~~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.

4.~~6~~5 When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.

ARTICLE 5. JOINT LABOR MANAGEMENT

5.1 The parties agree that the Joint Labor-Management Committee (JLMC) is established and authorized, consistent with applicable laws and the terms of this Agreement, to interpret, apply, resolve issues and interests affecting Labor and/or Management consistent with the following principles:

1 To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.
2 To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
3 To resolve disputes arising between the Employer and the Union relating to matters covered by this agreement.
4 To promote systematic labor/management cooperation between the Employer and its employees.

5.2 The JLMC does not waive or diminish Management rights and does not waive or diminish Union rights of grievance or bargaining. The parties recognize that the JLMC may not be able to resolve every issue.

5.3 Meetings- The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be co-equal: there will be an equal number of representatives from Management and the Union to a maximum of three (3) each.

ARTICLE 6. WORK STOPPAGES

6.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference.

ARTICLE 7. MEDICAL AND DENTAL CARE

7.1 Medical Care - During the term of this Agreement, The City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of the medical care contracts between the City and Group Health Cooperative of Puget Sound which are applicable to employees covered by this Agreement and which are in effect upon the execution of this Agreement by both parties. Also, the HMA Traditional and Aetna Preventative self-insured plans which are applicable to employees covered by this Agreement and which are in effect upon the execution of this Agreement by both parties.

A. The medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound which is only available to employees covered by this Agreement with modifications to benefit levels and costs from the 2012 plan year as identified herein;
The City and the Union agree to split the Local 77 monthly health care premium costs; the City shall pay 90 percent and employees shall pay 10 percent of such costs.

Employees who elect Local 77 health care plans will receive coverage enhancements to comply with the requirements of the Patient Protection and Affordable Care Act, and the City will implement that following changes to copay costs:

Aetna Preventative
Office visit copay will increase from $5 to $10
Retail Rx copay will increase from $5/10/25 to $10/20/40
Mail Rx copay will increase from $10/20/50 to $20/40/80

Aetna Traditional
Retail Rx copays will increase from $8 to $15
Mail Rx copays will increase from $16 to $30

Group Health Standard
Office visit copays will increase from $5 to $10
Retail Rx copays will increase from $5 to $10

Mail Rx copays will increase from $15 to $30

and which is in effect upon the execution of this Agreement by both parties; or

B. The medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound provided to "Most Employees" health care plan, enhanced for Local 77 members to comply with the requirements of the Patient Protection and Affordable Care Act. Employees who elect such plan will have the current (as of 2/18/14) cost sharing arrangement as other participants in the "most employees" health care plan in years 2-4 of this agreement. Employees who elect the "most employees" health care plan may not elect to return to the health care plan contracts identified in Article 7.1.

C. The City will hold an open enrollment period as soon as practicable after signature of this agreement so that union members may elect coverage of health care plans. This shall be considered the open enrollment period in 2014.

7.1.1 The City will not revise the benefits of either of these plans in effect for 2004 for this bargaining unit except by mutual agreement with the Union. The deductibles, coinsurance levels, copay amounts, and other cost sharing terms of these plans will not be revised except by mutual agreement by the Union and the City.

7.1.2 The City at its discretion may offer additional health care plans which it may revise or discontinue at its discretion. The annual open enrollment announcement to bargaining unit employees will include notice of these plans (if there are any) and will disclose that the plans are offered at the discretion of the City and are not the result of bargaining with the Union.

A. There will be an annual open enrollment announcement addressed specifically to I.B.E.W., Local 77, bargaining unit members.

B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City when an employee chooses to change plans during the open enrollment period.

C. If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee's health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the Plans or programs if chosen, provided the employee notifies the City of Seattle health care program manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.

7.1.3 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, any Plan described in Section 7.1 with the City paying ninety ~~three~~ percent (~~93~~90%) of the full monthly premium, and the Union paying the other 10% of the full

monthly premium ~~for calendar year 2006and ninety-five percent (95%) for calendar years 2007, 2008 and the month of January 2009~~ for these Plans.

7.2 Dental Care - During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The per person annual maximum benefit shall be One Thousand Five Hundred Dollars ($1,500).

7.2.1 During the calendar years ~~2006~~2014, ~~2007~~2015, ~~2008~~2016, and the calendar month of January, ~~2009~~2017, the City shall pay one hundred percent (100%) of the monthly premium for Dental and Vision care coverage or a similar program mutually agreed upon by the City and the Union party to this Agreement.

7.3 The maximum monthly medical, dental and vision care premiums per covered employee, including his/her dependents, the City shall assume, shall be no less, but no more than the City's share of premium rates established for the calendar year ~~2008~~2013, ~~with a one time only exception for the month of January 2009,~~ but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.

7.4 If a carrier(s) is unable or unwilling to maintain a major benefit now covered under the plans in Sections 7.1 and 7.2, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

7.4.1 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.

7.5 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical or dental benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits; provided such change maintains substantially the same level of medical or dental benefits and is more cost effective.

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

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

7.6.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year ~~2008~~2013, ~~with a one-time only exception for the month of January, 2009~~ for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

ARTICLE 8. ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.1.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

COLUMN NO. 1		COLUMN NO. 2			COLUMN NO. 3
ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400

52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

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

8.3 Employees may, with Department approval, use accumulated vacation with pay after completing 1040 hours on regular pay status.

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

8.5 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

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

8.7 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 previously accrued. Upon the death of an employee in active service, such payment will be made to the estate of the deceased employee.

8.8 An employee who is granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any vacation earned in the current year 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 8.8 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.

8.9 An employee returning from military leave of absence, shall be given service credit for such service for purposes of determining the vacation accrual rate upon return to employment.

8.10 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the department head. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence unless the leave of absence is granted to allow the employee to participate as a member of the Union's negotiating committee, relative to collective bargaining for the purpose of amending provisions of this Agreement.

Where the terms of this section 8.10 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.

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

ARTICLE 9. SICK LEAVE

9.1 All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of City Ordinance 88522 as amended by Ordinances 112088, 114648, 116761, 118703, 121029, 121440, 121454, and 121884.

9.2 Sick leave credit will be accumulated at the rate of .046 hours for each hour on regular pay status, but not to exceed forth (40) hours a week.

9.3 Employees shall be entitled to use sick leave after 30 days of employment.

9.4 Unlimited sick leave credit may be accumulated. Upon retirement twenty-five percent (25%) of an employee's 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.

9.4.1 Upon 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.

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

9.5 Sick leave credit can be used for time off with pay, from the first work day of such absence, for bona fide cases of:

- Sickness or injury of an employee;
- Disability due to pregnancy and/or childbirth;
- Medical or dental appointments.

Sick leave credit may also be used for care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle ordinance as cited above.

9.6 Sick leave shall be recorded as used on time sheets or other forms as may be required by the City. Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the City.

9.7 The employee shall promptly notify his immediate supervisor, by telephone or otherwise, on his first day off due to illness. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his scheduled time to report to work.

9.8 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the City Personnel Director or the Department. While on sick leave, the employee shall provide himself/herself with reasonable medical care and treatment.

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

ARTICLE 10. MANAGEMENT RIGHTS

10.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.

ARTICLE 11. HOLIDAYS

11.1 The following days or days in lieu thereof shall be considered as holidays without salary deductions:

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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday following Thanksgiving Day
Christmas	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

11.2 An employee must be on pay status on the regularly scheduled work day immediately preceding or immediately following a holiday to be entitled to holiday pay, and new employees and employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of not to exceed four days' duration shall not be considered in the application of the preceding portion of this subsection, and provided further that no combination of circumstances whereby two holidays are affected by the foregoing proviso may result in payment for more than one of such holidays. Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which falls within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

11.3 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday.

11.4 Only individuals employed on or before February 1 of a calendar year shall be entitled to two personal holidays for use in that calendar year. Individuals employed after February 1 but on or before October 1 of a calendar year, shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment, employees shall be eligible for two personal holidays each calendar year. Personal holidays may not be carried over for use in a subsequent year.

Employees will be required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on a minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employee and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with section 13.8.

Effective January 23, 2013, employees who have either

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.1.2)

or

2. Are accruing vacation at a rate of .0615 or greater (Article 8.1.2)

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

ARTICLE 12. RETIREMENT

12.1 Pursuant to Ordinance No. 78444 as amended, and as further amended in 1998 by Ordinance Numbers 119275 and 119291, all employees shall be covered by the Seattle City Employees' Retirement System. The 1998 amendment incorporates the terms and conditions of the settlement agreement signed on August 19, 1998, by the City and a Coalition of Unions representing City employees, including Local 77, as follows:

> Any retirement system member who was employed in a bargaining unit position on or after January 1, 1998, which was represented by the Union shall be provided retirement benefits consistent with the following concepts:
>
> a) An annual, compounding COLA of 1.5%.
>
> b) A 60% "floor" COLA adjusted annually with no limitation to the annual increase in the CPI.
>
> c) A member's retirement allowance shall reflect the highest of the calculations described in a), b), or the "13th Check."

d) Effective January 1, 1999, the existing six (6) month waiting period required before new employees become eligible for retirement system membership shall be eliminated as a policy matter.

e) If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees' Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.

12.2 City of Seattle Traditional, City of Seattle Preventive, Secure Horizons (affiliated with PacifiCare) and Group Health Cooperative (Standard and Deductible): l A pre-medicare eligible retiree health care plan shall be made available by each health care plan provider for employees covered by the provisions of this contract who retire from their City employment.

12.3 During the term of this agreement the City of Seattle shall have the right to re-open on proposed changes to the retirement system.

ARTICLE 13. HOURS OF WORK AND OVERTIME

13.1 The standard work week shall consist of five (5) consecutive work days of eight (8) hours each and shall be scheduled Monday through Friday.

13.2 Shift working hours shall be ~~6~~7:00 a.m. to ~~2~~3:~~00~~ 30 p.m.~~, 8:00 a.m. to 4:30 p.m. and 2:00 p.m. to 10:00 p.m.~~

13.2.1 Any change from the working hours stated in ~~12~~13.2 must be mutually agreed upon between the parties.

13.3 Employees covered by this Agreement shall be provided a fifteen (15) minute rest period during the middle of each half of their work day except for employees whose work day consists of eight (8) consecutive hours of work.

13.4 Employees covered by this Agreement shall be provided a meal time not to exceed one-half (1/2) hour except for employees whose work day consists of eight (8) consecutive hours of work.

13.5 Rest periods are not cumulative and are lost if not taken.

13.6 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of two (2) times the straight time rate of pay. Employees may be required to work overtime when requested.

13.7 Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked.

13.8 Employees in classifications whose functions do not normally require holiday work but who are specifically called for emergency work on any recognized paid holiday shall be paid at the double time rate for the actual hours worked, in addition to the regular rate of pay except as provided in Section 20.4 for "High Climb."

13.9 Employees shall receive an amount not less than the equal of four (4) hours straight-time pay each time called out from their homes at times other than regular working hours (non-scheduled overtime). They shall be paid the regular overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified before leaving their regular daily work to report for duty after regular working hours (scheduled overtime), they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours straight time pay.

13.10 Employees called for non-scheduled overtime duty less than four (4) hours before beginning of regular working hours, or their shift hours, shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours shall be at straight time.

13.11 "Scheduled overtime" relates to employees instructed before quitting time, or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.

13.12 "Non-scheduled overtime" relates to employees who are instructed, without notice as defined under "scheduled overtime," to report for emergency overtime work.

ARTICLE 14. MEALS

14.1 In general, and except for those employees whose work day consists of eight (8) consecutive hours of work, or as otherwise provided herein, the regular meal period shall start at 6:00 a.m. for breakfast, 11:00 am for day shift or 12:00 midnight for lunch, and 6:00 p.m. for dinner. When such employees are required to work during the regular meal period, they shall receive the overtime rate of pay for such portion of the meal period as they work. The amount of time used from the regular eight (8) hour day, for the meal, shall then be deducted from the regular work day time in computing the day's compensation.

14.2 Employees notified either before end of regular shift hours, or at least twelve hours in advance of starting scheduled overtime, shall furnish their own meals for the first eight-hour

working schedule, the same as on a regular shift. The midshift meal shall ordinarily be scheduled not less than four nor more than six hours from the beginning of scheduled overtime work.

14.3 When an employee is specifically directed by the City to work two (2) hours or longer beyond the end of his/her normal eight (8) hour shift and the employee actually purchases a meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the cost of such meal, up to a maximum amount equivalent to the current hourly rate of pay for Signal Electrician. In order to receive reimbursement, the employee must furnish a receipt for said meal, otherwise the employee shall be paid a maximum amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician in lieu of reimbursement for the meal.

14.4 Extension of Work Shift - (Emergency Overtime). When an employee is called out for emergency work prior to the breakfast period, the City shall provide such employee payment in lieu of breakfast in an amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician and, in addition, reimburse such employee for the cost of a lunch meal actually purchased up to a maximum amount equivalent to the current hourly rate of pay for Signal Electrician. To receive reimbursement, employees must furnish the city with a receipt for said meal.

14.5 The City will reimburse employees for the cost of meals actually purchased during: breakfast, noon or midnight lunch meal periods up to a maximum amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician; and, dinner periods up to a maximum amount equivalent to the current Signal Electrician hourly rate of pay when such meal periods fall within the hours of the emergency overtime worked on Saturdays, Sundays, and holidays.

14.6 Employees eligible for meal reimbursement under this Article must furnish the department with a receipt for said meal no later than forty eight (48) hours from the beginning of the next regular shift; otherwise, the employee shall be paid an amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician in lieu of reimbursement for the meal.

14.7 The Union agrees to cooperate in an effort to insure responsible and prudent utilization of meal reimbursement by its members.

ARTICLE 15. UNEMPLOYMENT COMPENSATION

15.1 When and if the City of Seattle is no longer required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City will implement a self-insured form of unemployment compensation for employees covered by this Agreement. The unemployment compensation will meet the following criteria:

15.1.1 Provide coverage for full-time regular employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.

15.1.2 Coverage will only apply to those employees who are laid off.

15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

15.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

15.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 16. UNION REPRESENTATIVES

16.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.

16.2 The Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and he shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 17 SAFETY AND HEALTH

17.1 All work shall be done in a competent and workmanlike manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City standards

as appropriate than those called for as a minimum by State Construction Code - then the City standards shall prevail.

17.2 It shall not be considered a violation of this Agreement for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Section 17.1.

17.3 All employees in classifications whose work requires them to climb or use Man lift equipment, shall be instructed in pole-top rescue and resuscitation to become and remain proficient in its application.

17.4 All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When instructors of these rescue systems are selected from the Local 77 bargaining unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.

17.5 All electrical employees shall be offered yearly first aid training.

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

17.6.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized 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 by industrial insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 17.6.

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

17.6.3 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 17.6. 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 17.6.

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

17.6.5 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6.1.

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

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

ARTICLE 18. WORK OUTSIDE OF CLASSIFICATION

18.1 In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee regularly performing this work.

18.2 Employees assigned to perform the duties of a higher-paid classification for a period of four (4) consecutive hours or longer shall be paid at the rate established for such classification while performing such duties.

ARTICLE 19. MISCELLANEOUS

19.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be the responsibility of the Shop Steward and shall be officially identified as International Brotherhood of Electrical Workers.

19.2 Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half day's pay; if relieved from duty except for cause after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request.

19.3 All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year, or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

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

19.5 The employees covered by this Agreement may examine their Departmental Personnel File in the Department Personnel Office in the presence of the Personnel Officer or a designee. Employees who disagree with material included in their Personnel file are permitted to insert a statement relating to the disagreement in their Personnel File.

ARTICLE 20. WORKING RULES

20.1 Where the City desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal twelve (12) hours off duty between shifts shall be allowed, and the overtime rate shall be paid for all the time less than the nominal twelve (12) hours off duty, except where otherwise agreed upon by the City and the Union.

20.2 The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to his/her schedule for the old job ceases at the beginning of the new job.

20.3 When an employee is transferred to any position in which he/she has had no previous experience, he/she shall be given a reasonable break-in period with an experienced employee in that

position.

20.4 All employees working on poles, towers, or suspense-type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight-time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on the roofs of buildings where no exceptional hazard exists.

20.5 Employees shall not be required to report before or after their regular work periods for the purpose of picking up vehicles or materials.

20.6 Employees shall not be required to attend meetings called by the City except during the regular working hours.

20.7 Headquarters shall be where adequate toilet, washrooms, lunchroom, and locker facilities are available to accommodate personnel assigned thereto, and where their tools and clothing may be kept in a safe, dry, and warm place.

20.8 Travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be provided by the City.

20.9 Requests for transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the job to which transfer is requested.

20.10 The working schedule for each work period shall be posted for a reasonable length of time before it is to go into effect.

20.11 All framing and erection of poles shall be done by Signal Electricians in the Signal Construction Shop ~~with the help of Overhead Electrical Suppliers~~.

20.12 All tree trimming performed under this Agreement where there is a possibility of contact with transmission or distribution circuits will be done by Signal Electricians.

20.13 A crew pulling ~~lead-covered cables or non-leaded~~ cables with a power winch shall include not less than two (2) Journey Workers and shall be supervised by a Crew Chief.

20.14 When three (3) ~~or more~~ employees are working on one specific job, one Journey Worker shall be in temporary charge while so assigned and shall be compensated while serving in this capacity. This is to be effective only when the regular crew chief is absent from the premises for more than two (2) consecutive hours. This employee may be required to use tools.

20.15 ~~A Signal Electrician I shall be under the direct supervision of a Signal Electrician II or above.~~ The number of Crew Chiefs will be based upon a ratio of 1:4 Crew Chiefs to Signal

Electricians with the total of five (5) or more. These Crew Chiefs will be considered working Crew Chiefs. Crew Chiefs will be eligible for call outs.

20.16 ~~A three (3) person crew shall have no more than two (2) Signal Electrician I's. A three (3) person crew consisting of two (2) Signal Electrician I's shall not perform work over high voltage lines.~~The Crew Chief assigned Crew Coordinator will involve a selection process to fill said position from amongst existing Crew Chiefs.

20.17 Out-of-class working Crew Chief – When four (4) or more Signal Electricians are working on one specific job, and the working Crew Chief is off the premises for more than two (2) consecutive hours, one Journey Worker shall be designated as an out-of-class Crew Chief and shall be compensated while serving in this capacity. This employee may be required to use tools.

20.17.1 ~~—~~A four (4) or more person crew shall not have more than ~~two~~ one (~~2~~1) ~~Signal Electrician I's.~~Crew Chief.

20.18 A Crew Chief shall not supervise at one time more than five (5) crew jobs on which supervision is normally required.

20.19 On scheduled overtime jobs the work will be performed by employees in the proper classifications. A Crew Chief, if assigned, shall supervise other classifications involved only as necessary to coordinate the entire operation. To further the end result, he/she may assign them work common to all classifications.

20.20 All hot work on underground distribution cables carrying over 300 v to ground shall be done by Journey Worker Signal Electricians.

~~20.21 Employees (Trouble/Lamping Crew, consisting of one (1) Signal Electrician and one (1) Overhead Material Supplier) assigned to the 6:00 a.m. and 2:00 p.m. shifts shall rotate shift hours at least every two (2) calendar months.~~

~~20.21.1 Signal Electricians assigned to the Traffic Signal Control Maintenance Shop and all Overhead Electrical Suppliers are subject to the rotation of work/shift assignments.~~

20.22 From one hour after sunset until one hour before sunrise, there shall be two (2) Journey Workers working together on the climbing of poles or using Man lift equipment to perform work within two feet of 4 kv primary, as provided in W.A.C. 296.45.330, paragraph 1, of the revised February 1968 Electrical Workers Safety Rules, except that one employee may be used in cases of emergency, as provided in W.A.C. 296.45.300, paragraph 2, of those safety rules.

20.23 Journey Workers working alone shall perform those one-person jobs normally required for continuity of service.

20.24 Effective April 1 of each calendar year, Signal Electricians who have completed six months' service shall receive an annual allowance of $175.00 for clothing, tools and equipment. ~~Overhead Electrical Suppliers who have completed six (6) months' service shall receive an annual allowance of $125.00 for clothing, tools and equipment.~~ This provision shall not apply to non-working Crew Chiefs.

The Department shall pay up to ~~two hundred thirty-five dollars (~~$~~235~~313.~~00~~33~~)~~ per employee during the term of this Agreement as partial reimbursement for the cost of purchasing protective footwear when such footwear is required by the Department. Such reimbursement may be divided into up to ~~3~~ 4 payments; however, an employee may receive no more than one payment per contract year. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase.

If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay for all fees associated with obtaining and maintaining an EL01 license. These fees will not include any lost time payments for schooling that may be necessary. The City shall pay as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or other health care provider of preventive physical exams) or shall seek reimbursement through the medical plan. This health care plan requirement is effective after the City establishes a protocol with Group Health Cooperative (or other health care provider of preventive physical exams) that results in one visit for the physical exam, completion of the physical exam form, and issuance of the exam card.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

In addition, employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.

20.25 Request for assistance will be made when necessary, due to lack of expertise, to solve a sophisticated field problem; or for safety purposes, a request may be made to provide security assistance.

20.26 A minimum of two (2) employees will be assigned to aerial work when a bucket or rotatable line tower truck is used and/or when required by Washington State Safety Rules.

20.27 Crew Chiefs assigned Crew Coordinator shall not be permitted to use tools except in case of emergency, spot checking and training purposes.

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

ARTICLE 21. SAVINGS CLAUSE

21.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or position of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such parts of provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 22. SUBORDINATION OF AGREEMENT

22.1 It is recognized that the City is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State laws, the City Charter and City ordinances are paramount.

ARTICLE 23. RATES OF PAY

23.1
The base wage rates **effective on January 23, 2013**, shall be computed to reflect a 2.7% percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2012 over the same index for June 2011; 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), covering the period June 2011 – June 2012as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.2 The base wage rates **effective on January 23, 2014**, shall be computed to reflect a 2.0% percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2013 over the same index for June 2012; 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), covering the period June 2012 – June 2013 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.3 The base wage rates **effective on January 23, 2015,** shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2014 over the same index for June 2013; 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), covering the period June 2013 – June 2014 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.4 The base wage rates effective on **January 23, 2016,** shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2015 over the same index for June 2014; 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), covering the period June 2014 – June 2015 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

~~The titles of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix "A" which is attached hereto and made a part of this Agreement. The base wage rates **effective on January 23, 2006**, as set forth in Schedule "A" of this Agreement, reflect a percentage increase of 3.3%above the rates in effect on January 22, 2005. The base wage rates effective on January 23, 2006 as set forth in Schedule "A" of this Agreement, for this year only, reflect a percentage increase of three point three percent (3.3%), which is the cost of living adjustment plus one percent (1.0%) above the rates in effect on January 22, 2006.~~

~~23.2 The base wage rates **effective on January 23, 2007**, shall be computed to reflect a percentage increase equivalent to 100% of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2006 over the same index for June 2005; provided, however, said percentage increase shall not be less than two percent nor shall it exceed seven percent. 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), covering the period June 2005 – June 2006 as published by the Bureau of Labor Statistics.~~

~~The resulting percentage increase shall be rounded to the nearest tenth of a percent.~~

~~23.3 The base wage rates **effective on January 23, 2008**, shall be computed to reflect a percentage increase equivalent to 100% of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2007 over the same index for June 2006; provided, however, said percentage increase shall not be less than two percent nor shall it exceed seven percent. 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), covering the period 2006 – June 2007 as published by the Bureau of Labor Statistics.~~

~~The resulting percentage increase shall be rounded to the nearest tenth of a percent.~~

23.1.5 All Signal Electrician V's shall be grandfathered at their current rate until they leave employment with the City of Seattle, except that they shall be granted all COLA adjustments for each year of the agreement as applied in Article 23.1 Sections 1, 2, 3 and 4 above. All other Signal Electricians below level V shall be paid at the rate of Journey Level Signal Electrician which shall equal the past Signal Electrician IV level and receive the COLA adjustments for each year of the agreement consistent with Article 23.1 Sections 1, 2, 3 and 4 above.

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

23.~~5~~3 Shift Premium - Effective January 23, 2005, an employee assigned to the second shift will be paid $0.50 per hour for all hours of the shift. Shift premium will be paid for hours worked as opposed to time-off with pay such as vacation, sick leave, holiday pay, and other paid leave benefits. The shift premium pay will be included in the base pay for shift employees for shift-extension overtime, whether worked before or after the shift. Shift premium will not be included in the employee's base pay for call-out or weekend overtime. A day shift employee required to remain at work after the end of their shift to cover the second shift will begin receiving the shift differential at the time the day shift employee begins overtime pay for the second shift; the overtime rate will be calculated on the day shift hourly rate.

EXECUTION OF THIS AGREEMENT

Signed this _____ day of _____,
~~2006~~2014

CITY OF SEATTLE
Executed under the Authority

of Ordinance _____

_____
~~Gregory J. Nickels~~Edward B. Murray, Mayor

LOCAL UNION 77, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

_____
~~Don Guillot~~Louis R. Walter, Business Manager

APPENDIX A

AGREEMENT BETWEEN I.B.E.W., LOCAL 77

AND

CITY OF SEATTLE/SEATTLE DEPARTMENT OF TRANSPORTATION

January 23, ~~2006~~ 2013 - January 22, ~~2009~~2017

	Effective 1-23-~~2006~~2013
~~Signal Electrician I~~	~~$29.77~~
~~Signal Electrician II~~	~~$33.08~~
~~Signal Electrician III~~	~~$33.74~~
Journey-Level Signal Electrician ~~IV~~	~~$34.40~~ $43.74
~~Signal Electrician V~~	~~$35.06~~
Signal Electrician, Crew Chief	~~$37.22~~$47.30
Signal Electrician (Assigned in Charge of 3-Member Crew)	~~$34.82~~$45.49
~~Overhead Electrical Supplier~~ Signal Electrician, Crew Chief (assigned Crew Coordinator)	$47.30
~~Overhead Electrical Supplier (Assigned to Pole Hauling Detail)~~	~~$27.32~~