David Stewart, David Bracilano
PER PEOs CBA ORD
July 10, 2013
Version #2a

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117860

AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing execution of a collective bargaining agreement between the City of Seattle and the Seattle Parking Enforcement Officers' Guild to be effective January 1, 2011 through December 31, 2013; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2011 and 2012 retroactive payments therefor; and ratifying and confirming prior acts.

WHEREAS, a collective bargaining agreement between the City of Seattle and the employees now represented by the Seattle Parking Enforcement Officers' Guild expired on December 31, 2010, and

WHEREAS, employees represented by the Seattle Parking Enforcement Officers' Guild continued to work after December 31, 2010, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits and other conditions of employment between the City and the Seattle Parking Enforcement Officers' Guild; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining agreement with the Seattle Parking Enforcement Officers' Guild, effective January 1, 2011 through December 31, 2013, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between the City of Seattle and Seattle Parking Enforcement Officers' Guild."

Section 2. The head of the employing unit and/or his or her designee is authorized to use unexpended and unencumbered salary funds accumulating in the department's budget to pay the compensation authorized in the attached collective bargaining agreement.

Section 3. The appropriations for the following items in the 2013 Adopted Budget are modified, as follows:

Item	Fund	Department	Budget Control Level	Amount
3.1	General Subfund (00100)	Seattle Police Department	Special Operations (P3400)	$235,000

Funding in future years will be appropriated through the annual budget process.

Section 4. Any act consistent with the authority and prior to the effective date of this ordinance is ratified and confirmed.

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

Passed by the City Council the ____ day of _____, 2013, and signed by me in open session in authentication of its passage this _____ day of _____, 2013.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1: Agreement by and between the City of Seattle and Seattle Parking Enforcement Officers' Guild

David Stewart/David Bracilano/sb
PER PEOs CBA ORD Attach 1
June 12, 2013
Version #1

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

~~WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES~~

~~LOCAL 21P~~
SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

Effective January 1, ~~2008~~ 2011 through December 31, 201~~30~~

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David Stewart/David Bracilano/sb
PER PEOs CBA ORD Attach 1
June 12, 2013
Version #1

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

~~WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES~~SEATTLE PARKING ENFORCEMENT OFFICERS' GUILD

THIS AGREEMENT is between the City of Seattle (hereinafter called the "City") and the ~~Washington State Council of County and City Employees, Local 21P~~Seattle Parking Enforcement Officers' Guild (hereinafter called the "~~Union~~Guild") 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~~Guild as the collective bargaining representative.

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

NONDISCRIMINATION

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

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the respective ~~Union~~Guild as the exclusive collective bargaining representative for the purposes stated in RCW, Chapter 41.56~~Chapter 108, Extra Session, Laws of 1967 of the State of Washington~~, of all ~~Seattle~~full-time and regular part-time, including temporary, parking enforcement officers of the City of Seattle, excluding supervisors, confidential employees and casual employees ~~regular full-time, part-time, and temporary parking enforcement officers employed by the City of Seattle~~ (hereinafter, "employees" or "PEOs").

1.2 The terms *temporary employee* and *temporary worker* shall be defined to include both temporary and less than half time employees and means a person who is employed in:

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

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

1. interim and short term assignments after one thousand forty (1040) regular straight time hours for the remainder of the assignment unless the Personnel Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.
2. term-limited assignments starting with the first day and for the duration of the assignment.
3. any assignments that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.3 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.1, 1.2, 1.3, 2.2, 2.3, 2.3.1, and 9.1. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in this Agreement.

1.4 Use of temporary employees is governed by the terms of Appendix ~~E~~D hereto.~~a Memorandum of Agreement by and between the City of Seattle and the Union. The City may only use temporary employees in accordance with the terms of such agreement or as modified through agreement of the parties from time to time.~~

ARTICLE 2 - ~~UNION~~GUILD MEMBERSHIP AND DUES

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

2.2 The City agrees to deduct from the pay check of each employee who has so authorized it the regular monthly dues uniformly required of members of the ~~Union~~Guild, or an agency fee. The amounts deducted shall be transmitted monthly to the ~~Union~~Guild on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

2.2.1 On or before the date of employment within the bargaining unit, the City shall, on a standard written form, inform each individual so employed of his or her inclusion within the bargaining unit.

2.2.2 Within thirty (30) calendar days of the first day of employment for each individual so employed, the City shall, on a standard written form, notify the ~~Union~~Guild of the following information: name, address, job classification, job location and date of hire into the bargaining unit.

2.3 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the ~~Union~~Guild in good standing on or after the date of signing of this Agreement or the date of commencement of employment with the City, whichever is the later date, shall, subject to the requirement of applicable law, remain members of the ~~Union~~Guild during the term of this Agreement.

2.3.1 A temporary employee may, in lieu of the ~~Union~~Guild membership requirements, pay a service fee in an amount equivalent to one and four-tenths (1.4%) 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.

2.4 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees within the bargaining unit. To this end each employee within the bargaining unit will be required, as a condition of employment, to pay to the ~~Union~~Guild the regular monthly dues uniformly required of members, or shall

pay an amount determined by the ~~Union~~Guild in compliance with the requirements of applicable law to the ~~Union~~Guild as an agency fee, including any past dues certified by the Treasurer as owed to the Guild. This obligation (as a condition of employment) shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

2.4.1 Employees covered by this Agreement who have a religious objection to ~~Union~~Guild membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular ~~Union~~Guild dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the ~~Union~~Guild. The employee shall furnish written proof that such payment has been made. If the employee and the ~~Union~~Guild do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.4.2 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~~Guild to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 2.3, 2.3.1 and 2.4 of this Article. When an employee fails to fulfill the ~~union~~Guild security obligations set forth within this Article, the ~~Union~~Guild shall forward a "Request for Discharge Letter" to the 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~~Guild explaining the employee's obligation under Article 2.

2.4.3 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 2.3, 2.3.1 and 2.4 of Article 2, but provide the employee and the City with thirty (30) calendar days' written notification of the ~~Union~~Guild's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the ~~Union~~Guild's request, the department head shall give notice in writing to the employee, with a copy to the ~~Union~~Guild and the City Director of Labor Relations, that the employee faces discharge upon the request of the ~~Union~~Guild at the end of the thirty (30) calendar day period noted in the ~~Union~~Guild's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the department any information relevant to why the department should not act upon the ~~Union~~Guild's written request for the employee's discharge.

2.4.4 In the event the employee has not yet fulfilled the obligation set forth within Sections 2.3, 2.3.1 and 2.4 of this Article within the thirty (30) calendar

day period noted in the Request for Discharge Letter, the ~~Union~~Guild shall thereafter reaffirm in writing to the 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~~Guild rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. Absent good cause not to effectuate discharge, the City must discharge employees who do not fulfill their obligations under this Article. If the employee has fulfilled the ~~union~~Guild security obligation within the thirty (30) calendar day period by providing a signed Dues Deduction Card and cleared funds for all past dues, the ~~Union~~Guild shall so notify the department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the ~~Union~~Guild has reaffirmed its request for discharge, the department head shall notify the ~~Union~~Guild in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the good cause why it has not done so.

2.5 The ~~Union~~Guild will administer the provisions of this Article with regard to membership or ~~Union~~Guild of employees in accord with its obligations under the law. Any disputes brought by an employee solely concerning the amount of dues or fees and/or the responsibility of the ~~Union~~Guild to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The ~~Union~~Guild agrees to indemnify and save harmless the Employer from any and all liability arising from disputes concerning the amount of ~~Union~~Guild dues or fees and/or liability arising from a wrongful Request for Discharge by the ~~Union~~Guild pursuant to this Article; provided, however, this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the Employer in administering its obligations under this Article.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discipline/discharge for just cause, improve efficiency, and determine the work schedules and locations of department headquarters are examples of management prerogatives, subject to any specific restrictions detailed herein. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of the employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the City's methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment; and the assignment of employees to specific jobs within the bargaining unit.

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

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

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

3.4 The Employer agrees to notify the ~~Union~~Guild in advance of anticipated departmental changes significantly affecting wages, hours, or working conditions of employees covered by this Agreement and to provide a

reasonable opportunity to bargain such changes. ~~Conferences~~ Negotiations may be held thereon upon request by either party prior to such changes being placed in effect. For illustrative purposes, such changes would include, but are not limited to, changes in bargaining unit working hours, and the expansion or reduction of major services. Transfers, reassignments, and emergency situations shall be exempt from this provision.

3.5 The ~~Union~~ Guild recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

The City shall notify the ~~Union~~ Guild prior to establishing new and/or revising existing performance evaluation system(s).

3.6 Any performance standards used to measure the performance of employees shall be reasonable.

ARTICLE 4 - WORK STOPPAGES

4.1 The City and the ~~Union~~Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the ~~Union~~Guild shall not cause or condone any work stoppage, strike, slowdown, or similar interference with City functions by employees under this Agreement and, should same occur, the ~~Union~~Guild agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slowdown, or similar interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary actions as may be determined by the City.

4.2 In the event, however, that there is a work stoppage, strike, slowdown, or similar interference with City functions which is not authorized by the ~~Union~~Guild, the City agrees that there shall be no liability on the part of the ~~Union~~Guild, its officers or representatives; provided that in the event of such unauthorized action, they first meet the following conditions:

A. Within not more than four (4) hours after notification by the City of the occurrence of any such unauthorized action, the ~~Union~~Guild shall publicly disavow the same by posting a notice ~~on the bulletin boards available~~via email, stating that such action is unauthorized by the ~~Union~~Guild.

B. The ~~Union~~Guild, its officers, and representatives shall promptly order its members to return to work, notwithstanding the existence of picket lines.

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

D. The ~~Union~~Guild 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~~Guild and its members, and shall in no case be construed as a violation by the City of any provisions in this Agreement.

4.3 The City shall not engage in any lockout or similar action.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the ~~Union~~ Guild or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. The Guild or any employee within the bargaining unit who may feel aggrieved by the Employer's interpretation or application of the terms of this Agreement may seek his/her remedy by the procedure provided in this Agreement. ~~An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given notice of the grievance and reasonable opportunity to be present at any meeting called for the resolution of such grievance.~~ Throughout the grievance/arbitration procedure, an aggrieved employee shall have the rights guaranteed by RCW 41.56.080 to represent himself/herself, so long as any resolution is not inconsistent with the terms of this agreement and as long as the Guild has been provided notice and an opportunity to attend any meeting called to resolve the grievance. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration, which right shall be reserved to the Guild in its discretion in accordance with its duty of fair representation. Grievances regarding suspension, demotion, and termination must be filed at Step 3 of the grievance procedure. There shall be no change in the nature of any grievance after it is filed.

5.1.1 An employee has the right to have a ~~Union~~Guild representative, ~~Union~~Guild officer or Shop Steward present at each step of the grievance procedure.

5.2 A grievance shall be processed as follows:

Step 1 - The grievance shall be submitted in writing to the Parking Enforcement ~~Unit~~ Section Commander within twenty (20) business days of the alleged contract violation. The grievance shall include a description of the incident and the date it occurred. The parties agree to make every effort to settle the grievance at this stage promptly. The ~~Unit~~ Section Commander should consult and/or arrange a meeting with the employee's supervisor or such other person as is necessary to resolve the grievance. Within ten (10) business days after being notified of the alleged grievance, the ~~Unit~~ Section Commander shall make arrangements for a grievance meeting and shall answer the grievance in writing within ten (10) business days after the grievance meeting. ~~The Unit Commander shall answer the grievance in~~

~~writing within ten (10) business days after being notified of the alleged grievance.~~

Step 2 - If the grievance is not resolved as provided in Step 1, it shall be submitted in writing by the ~~Union~~Guild to the Bureau Chief with a copy to the City Director of Labor Relations within ten (10) business days after the receipt of the Step 1 answer. The Step 2 grievance shall state the section(s) of the Agreement allegedly violated, provide a detailed explanation of the grievance, and identify the remedy sought.

~~With Mediation:~~

~~At the time the aggrieved employee and/or the Union submits the grievance to the Bureau Chief, the Union or the aggrieved employee or the Bureau Chief may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Union. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. A Union Representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or 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 Bureau Chief and the Union 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, within ten (10) business days after receipt of notification from the ADR Coordinator that the grievance was not resolved, the Bureau Chief shall make arrangements for a meeting between the aggrieved employee, Union Representative and/or Union officer or Shop Steward, together with the department labor relations representative. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply in writing to the Union.~~

~~Without Mediation:~~

Within ~~th~~en (10) business days after receipt of the grievance, the Bureau Chief shall make arrangements for a meeting between the aggrieved employee, ~~Union~~ Guild Representative and/or ~~Union~~ Guild officer or Shop Steward, together with the ~~Unit~~ Section Commander, and departmental labor relations representative. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the Bureau Chief shall forward a reply to the ~~Union~~Guild.

Step 3 - If the grievance is not resolved as provided in Step 2 above, the grievance, as presented in Step 2, as well as a statement of the ~~Union~~Guild identifying in general those issues that remain unresolved, shall be forwarded by the ~~Union~~Guild within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the Chief of Police. The ~~Union~~Guild may also include a statement of the ~~Union~~Guild's reasons for not accepting the Step 2 response.

~~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 alleged grievance and, if deemed appropriate, he/she shall, within then (10) business days, make arrangements for a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Chief of Police who shall, in turn, give the ~~Union~~Guild an answer in writing within ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4 - If the alleged grievance 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~~ by one or both parties.~~,~~ Upon notice of intent to ~~or the~~arbitrate, the City and the ~~Union~~ Guild may mutually agree ~~to an alternative method to select~~upon an arbitrator. If a mutual agreement on the arbitrator is not reached, either party may submit a request to the Public Employment Relations Commission ("PERC") for a list of neutral arbitrators. Such reference to arbitration will be made within ~~20~~ twenty (20) business days after decision in Step 3, and will be accompanied with the following information:

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

B. Details or nature of the alleged violation.

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

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

E. Remedy sought.

~~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 Alternative Dispute Resolution ("ADR") Coordinator that the grievance was not resolved in mediation.

~~Arbitrations may, by mutual agreement, be submitted to expedited arbitration in accordance with American Arbitration Association procedures.~~

The City and the ~~Union~~ Guild will meet to select, by mutual agreement or by alternatively striking names, an arbitrator to hear the parties' dispute. ~~Each party will propose a minimum of three names.~~ If the striking method is used, the first party to strike a name will be determined by a coin toss. If the initiating party fails to begin the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) calendar days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. At any point subsequent to the submission of the grievance, the parties may agree to submit the dispute to a voluntary mediation process through the City's ~~Alternative Dispute Resolution process ("ADR")~~ ADR process or to a mutually agreed upon mediator. Following a joint agreement to send the dispute to mediation, the grievance shall be held in abeyance until either, or both, party(ies) decide to end the mediation process, at which point the step timelines specified herein shall resume.

5.3 The parties agree to abide by the award ~~made in connection with any arbitrable difference~~, which shall be final and binding.

5.4 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 his/her power shall be limited to interpretation or application of only the express terms of this Agreement.

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

C. The cost of the arbitrator shall be borne equally by the City and the ~~Union~~Guild, and each party shall bear the cost of presenting its own case. [Note: One party could bear the cost of the arbitrator for disciplinary grievances submitted to arbitration under the Offer of Settlement procedure ~~described at Section 6.7B~~.]

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.

5.5 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. Similarly, any aspect of this Article may likewise be modified by written agreement of the parties.

5.6 A grievance in the interest of ten (10) or more of the employees in the bargaining unit shall be reduced to writing by the ~~Union~~Guild and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein. A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the ~~Union~~Guild and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

5.7 Employees covered by this Agreement shall follow all written and verbal directives even if such directives are allegedly in conflict with provisions of this Agreement; provided however, that this provision does not impair the right to subsequently grieve such directive and to obtain appropriate recourse for said alleged violation.

5.8 Failure by an employee or the ~~Union~~Guild to comply with any time limitations of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the ~~Union~~Guild to proceed to the next step without waiting for the City to reply at the previous step.

5.9 Arbitration awards or grievance settlements shall not be 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.

5.10 Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing. However, in the event a party refuses to accept an Offer of Settlement and recovers less than was offered in such Offer of Settlement, said party will be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.4 above.

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

ARTICLE 6 - DISCIPLINARY PROCEDURE AND PERSONNEL FILES

6.1 The City may reprimand orally and/or in writing, suspend, demote, or discharge an employee for just cause.

6.2 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or violate the rules and regulations of the department or impair the integrity of the department.

6.3 Prior to any disciplinary action being taken against an employee, the employee will be provided a general description of the substance of an investigatory file and be provided an opportunity to respond.

6.4 Investigatory Interviews. When an employee attends a meeting for purposes of discussing an incident that the employee reasonably believes may lead to discipline because of that particular incident, the employee shall have a right to be accompanied by a representative of the ~~Union~~Guild. If the employee desires ~~Union~~Guild representation during the meeting, they shall notify the City and will be provided a reasonable period of time not to exceed twenty-four (24) hours to obtain such representation. The notice regarding the interview and the time, place, and manner in which it is conducted shall be reasonable and consistent with the Internal Investigations Section and or Department procedures applicable to civilian Department employees.

6.4.1 Employees shall be notified in writing before a finding is made regarding any complaint involving the employee when such complaint will require either a written or oral statement from the employee, or by the nature of the complaint, the employee could be subject to disciplinary action.

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

6.4.3 Whenever an employee submits a verbal or written statement as required by the Department, they should preface the statement with the following sentence:

"This is a true and involuntary statement given by me in accordance with Section ~~1.117~~11.001 of the Seattle Police Department Manual."

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

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

6.4.6 An employee may request access to the investigative portion of closed Internal Investigations, EEO and performance complaint files in which the employee was an accused. Such a request shall be made in writing fully stating the reasons such access is desired. Department shall consider the circumstances and not unreasonably deny such access.

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

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

6.5 Appeals of disciplinary action shall be processed in accordance with the procedures set forth below:

Within twenty (20) business days of receiving written notice of disciplinary action, the employee through the ~~Union~~Guild may appeal the discipline through the grievance procedure delineated in Article 5; provided that an

employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the grievance procedure contained herein (with the ~~Union~~Guild processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. While the employee must make a timely selection of one, and not both of these appeal options, this selection requirement will not itself act to divest any employee of his/her right to appeal disciplinary action. In the event both a grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

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

6.7 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.

6.8 Employees covered by this Agreement may examine their personnel file in the presence of a designated Personnel Section representative. Materials placed into the employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention. Employees who challenge material included in their personnel file may submit to the Personnel Section material relating to the challenge that will be inserted in their personnel file. Files maintained by supervisors regarding an employee

are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and this provision, including allowing employee access to such files. However, internal investigation files shall not be covered by this provision. Such files and employee access thereto shall be governed by departmental regulations.

6.9 The City agrees that the contents of personnel files, including the personal photograph, shall, to the extent permitted by law, be kept confidential. The City shall make reasonable efforts to restrict the use of information in the files other than name, payroll title, unit of assignment, rate of pay, and date of hire to internal use by the City. In addition, the City shall not release such information outside the City without reasonable advance notice to or a waiver signed by the subject employee, unless providing such notice or obtaining a waiver is impractical. The City also agrees that medical, emergency notification, home address, home telephone number, social security number, beneficiary designation, records of discipline, and performance evaluations shall be kept confidential to the extent permitted by law, and access to such information by City employees shall be limited to those persons authorized to access and needing to know such information.

6.10 Fit for duty medical examinations shall be conducted in accordance with Personnel Rule 8.3, as amended.

ARTICLE 7 – CLASSIFICATION,WAGES, AND OTHER COMPENSATION

7.1 The classification of employees covered under this Agreement and the corresponding rates of pay effective ~~December 26, 2007~~January 5, 2011, are set forth in Appendix A, which is attached hereto and made a part of this Agreement.

7. 2 The ~~Union~~Guild or the City may propose a gainsharing program during the term of this Agreement. Implementation shall be subject to mutual agreement between the ~~Union~~Guild and City.

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

A. If the overpayment involved only one paycheck;

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

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

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

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

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

7.4 The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. ~~Said actions shall be completed for implementation of this provision no later than **January 1, 2005**.~~

7.5 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.

7.6 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 For purposes of this Article the following definitions shall apply:

Work schedule shall be the scheduled days of work.

Work shift shall be the hours scheduled to work on each scheduled day of work.

Work week shall be a seven-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 such work weeks.)

Normal day's work shall be eight (8) hours.

Normal week's work shall be forty (40) hours.

8.2 Work schedules shall normally consist of five consecutive days (Monday through Friday or Tuesday through Saturday) followed by two consecutive days off except as provided below:

In the event an employee is assigned to work on a Saturday which is a normally scheduled furlough day, Sunday will normally be one furlough day and Monday with be the other. Subject to staffing needs, the Commander of the Parking Enforcement ~~Unit~~ Section or his/her designee will schedule the second furlough day on any day requested by the employee within the same work week. However, the City cannot compel an employee to take two non-consecutive days off.

8.2.1 Alternative Work Schedules. The parties agree that alternative work schedules, such as 4/10's or 9/80's, may be utilized that are mutually agreed upon in writing by the employees and the Director of Parking Enforcement.

8.3 Employees covered by this Agreement shall be provided an unpaid, duty-free meal period not to exceed thirty (30) minutes for each four-hour period worked during their regular shift. In addition, employees shall be entitled to a paid fifteen-minute rest period for each four hours worked during their regular shift.

With regard to overtime assignments, the following conditions apply:

1. Overtime assignments for PEO's in excess of four (4) hours shall include a working meal break, not to exceed 30 minutes.

2. The working meal break shall be taken by the PEO at a time that will minimize interference with the ability of the PEO to perform their overtime assignment.

3. The PEO shall notify their supervisor that they intend to take a meal break and the supervisor may decline to approve the meal break or interrupt a previously approved meal break, if the supervisor believes that there is a need for an immediate response by the PEO to a situation.

4. During a working meal break, the PEO shall monitor radio and remain available to respond immediately. The working meal break shall be taken within or near the location/~~area~~ district to which the PEO has been assigned. In addition, if the assignment involves the use of a vehicle, the PEO shall remain at or near their vehicle during their meal break.

8.4 All work performed in excess of 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. Any unused accrued compensatory time may be carried over at the end of the year. At no time can the balance of an employee's available compensatory time, including compensatory time that is carried over, exceed ~~fifty-six~~eighty (~~56~~80) hours. No more than ~~forty-~~eighty (~~40~~80) compensatory hours may be earned, used or cashed out within a calendar year. ~~Sixteen (16) compensatory hours may be earned or used in addition to the forty (40) hour maximum consistent with the provisions of Section 8.10 herein.~~ Any compensatory time in excess of ~~fifty-six~~eighty (~~56~~80) hours per employee will be cashed out by the department.

A compensatory time use request submitted at least two (2) or more working days prior to the requested date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested date, whichever is earlier. Any request for two (2) or more compensatory days shall be submitted on the standard leave request form. At the time a request for compensatory time off is made employees must have a sufficient balance to cover the request.

8.5 A shift extension is defined as reporting for duty as scheduled within four (4) hours preceding or one hour or less following an employee's regularly scheduled shift. Shift extension hours and fractions thereof shall be compensated at the overtime rate on an hour-for-hour basis.

8.6 In the event overtime is not a shift extension either at the beginning or end of a normal shift, employees who are called back to work after being

relieved of duty or required to appear in court in regard to official duties on their normal day off shall receive a minimum of four (4) hours' pay at the overtime rate, and shall be compensated for any additional time worked beyond the four- (4) hour minimum at the overtime rate of pay for each additional hour or fraction thereof.

8.7 In the event that an employee reports to work on a scheduled workday or when otherwise required and is sent home, said employee shall receive four (4) hours' pay for working four (4) or less hours, and eight (8) hours' pay for working eight (8) hours or less, but more than four (4) hours.

8.8 There shall be no pyramiding of overtime and holiday premium pay.

8.9 Employees may be required to work overtime. The details of the overtime assignment process have been incorporated into this Agreement through Appendix ~~D~~E (hereinafter referred to as the Excel Overtime Assignment System). ~~a memorandum of agreement dated October 12, 2007. That memorandum of agreement shall remain in effect until amended by mutual agreement. Upon the request of either party, on or before October 1 of each calendar year, the memorandum of agreement shall be jointly reviewed. The review shall be completed by the end of the calendar year.~~

8.10 In the event of heavy snowfall or ice conditions where employees cannot safely report to work or when conditions/circumstances are such that management decides to suspend enforcement of parking ordinances and employees are sent home or informed not to report to work, accumulated compensatory, vacation, or holiday time ~~shall~~ may be used to offset hours lost from scheduled duty. In the event no compensatory, vacation, or holiday time is available, the employee shall be given leave without pay for such hours. In the event an employee does not receive notice that parking enforcement operations have been suspended and is able to safely report to work, that employee will have the option of remaining at work and performing administrative duties as assigned on a paid status for the balance of their shift.

8.11 An employee who requests or voluntarily chooses to accept temporary assignment to a lower-paid classification for the primary benefit of the employee shall be paid at the rate of the lower classification. This provision does not apply to limited-duty assignments.

8.12 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such

duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization.

8.13 Swing shift hours shall include 4:00 p.m. until 11:59 p.m. and graveyard hours shall include 12:00 a.m. until 7:59 a.m.

8.13.1 An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the swing shift hours shall receive a shift premium of 65¢ per hour for all scheduled hours worked during such shift. An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the graveyard shift shall receive a shift premium of 90¢ per hour for all scheduled hours worked during such shift.

~~8.13.2 Involuntary overtime shall be defined as overtime worked during those shifts for which no discretionary time off is available and/or which are mandatorily assigned due to City emergency. Unless the overtime is involuntary, no shift premium pay will be due employees who work overtime during the evening shift hours as an extension of their regular shift or on a call back, if such employees do not regularly work the evening shift. If the overtime is involuntary, employees who do not regularly work the evening shift will receive the shift premium only for those hours actually worked during the evening shift hours.~~

~~8.13.3~~ 8.13.2 The above shift premium shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, or other paid leave. Employees who work this shift for which a premium is paid shall have the shift premium included as part of the base hourly rate for purposes of computing the overtime rate pursuant to the requirements of the Fair Labor Standards Act.

8.13.3 Involuntary overtime shall be defined as overtime worked during those shifts for which time off is restricted by Department policy and/or which are mandatorily assigned due to City emergency. Unless the overtime is involuntary, no shift premium pay will be due employees who work overtime during the evening shift hours as an extension of their regular shift or on a call back, if such employees do not regularly work the evening shift. If the overtime is involuntary, employees who do not regularly work the evening shift will receive the shift premium only for those hours actually worked during the evening shift hours.

8.13.4 Shift assignments shall be made ~~seasonally~~annually for the upcoming "deployment year," which shall commence on ~~June~~September 1 of each year. Shifts shall be selected by the employee, by ~~unit~~ Section seniority.

A. The deployment year shall be divided into three seasons of:
~~January 1 - April 30~~
~~May 1 - August 31~~
September 1 - December 31
January 1- April 30
May 1 - August 31

B. With the exception of task force positions, all assignments will be available for selection. Assignments will be listed by radio frequency, ~~area~~ district, and those designated as relief.

C. The shift selection process shall begin at least 30 days prior to a ~~season~~ deployment year beginning. As part of the shift selection process, an employee shall indicate his/her choice for both ~~a~~ shift time/days and a district of assignment from available options for each of the three seasons (employees may make different selections for each season).~~an area assignment for that season.~~

~~D~~D. Notwithstanding the employee's choice in shift time/day and ~~area~~ district assignment, Parking Enforcement ~~Unit~~ Section management may make reassignments of any duration for all uniformed personnel for purposes of addressing operational needs or special circumstances, including without limitation, an officer's inability to drive a scooter which would require assignment to an area in which enforcement is conducted by walking, or for purposes of addressing other specific performance-related matters, including the training needs of probationary employees.

~~C~~E. In case of an emergency requiring a concerted response as determined by the ~~Unit~~ Section Commander, any and all assignments may be revised on a day-to-day basis to serve the needs of the department in responding to the emergency condition. ~~Assignment revisions may not continue any longer than the emergency period.~~ An explanation shall be given to the ~~Union~~Guild during the emergency condition or immediately thereafter explaining the reason for the assignment revisions. If the expected length of the emergency condition is to exceed two (2) days, an expected length shall also be provided.

~~D. The annual shift selection outlined in this section above will be reviewed by the parties 60 days prior to the end of the first deployment year. At that time the parties will evaluate the efficacy of an annual shift~~

~~selection. In the event the parties cannot agree to continue with one annual shift selection, it is agreed that two shift selections will be held annually for the remainder of this agreement. Should two annual shift selections be implemented at the end of the first deployment year, all other provisions of this section shall be read in a manner consistent with two selections. The parties agree to meet and confer as to the timing of the two selections should they be implemented.~~

8.13.5 Requests by employees who have successfully completed probation to trade shifts, or series of shifts, will be granted, provided that:

A. The trade involves the direct exchange of shifts, or series of shifts, by two employees only;

B. The trade can be accomplished without additional cost or overtime obligation to the employer;

C. The trade will not interfere with the operations of the employer;

D. The two employees agreeing to the trade have signed an agreement specifying the date of the trade, the shifts to be traded, and the reason for the trade; and

E. ~~Both~~ Their supervisor(s), after having been provided reasonable notice and a copy of the agreement between the two employees, have approved the trade, which approval shall not be unreasonably denied.

~~F.~~E. Employees may be subject to discipline for failure to report as scheduled to a shift to which they have agreed to report as a result of a trade.

8.14 Secondary Employment Permits. The review of requests for secondary employment permits will be conducted consistent with Seattle Police Department Manual Section ~~1.289~~5.120, except as noted below.

A. In determining whether or not an employee has a record of above average sick leave, sick leave for the following reasons shall be excluded: certified family medical leave; on-the-job injury or illness; and funeral leave.

B. In the event the secondary work permit of an employee is revoked or denied, the employee shall be provided an explanation of the reason and an opportunity to meet with the ~~Unit~~ Section Commander upon request.

C. Upon the request of the employee, the denial or revocation of a secondary work permit shall be reconsidered after ninety (90) days. If the denial or revocation was for above average sick leave use and the sick leave use by the employee is below average for the one-year period prior to the date of the reconsideration, a new secondary work permit shall be approved unless there are other reasons for a denial. An employee on the mandatory sick leave reporting program may request reconsideration after he/she is no longer on the sick leave reporting program.

D. Permits for work of less than four days duration must be approved by the employee's chain of command and must be obtained in writing.

ARTICLE 9 – UNIFORMS, EQUIPMENT, AND TRAINING

9.1 Each employee covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance of five hundred eighty four dollars ($584.00). The reimbursement for new employees shall be split so that two hundred ninety-two dollars ($292.00) shall be reimbursed after the first six months of employment and the remaining two hundred ninety-two ($292.00) shall be reimbursed after one year of employment.

9.2 The City shall furnish ~~ticket book holders,~~ badges, radios, whistles, traffic flashlights, flashlight batteries, traffic gloves and flagging vests. The City shall provide all necessary uniforms and equipment to bicycles, chariots, or Segways ("BCS") designated PEOs consistent with the current practice. Equipment issued to employees related to their deployment on ~~bicycles, chariots or Segways~~BCS shall be returned to the employer by the employee upon completion of that assignment.

9.3 The City agrees to allow each employee to dress in either civilian clothes or the duty uniform when subpoenaed to court during off-duty hours. Said clothing shall be neat, proper, clean, and consistent with department standards for civilian dress.

9.4 A transition period of two (2) weeks shall be established by the department management which shall cover the period when employees are changing from the winter uniform to the summer uniform and from the summer uniform to the winter uniform. The uniform choice during the transitional period shall be established by the ~~Unit~~ Section Commander with recommendations from the Parking Enforcement Officers' Uniform Committee.

9.5 A Uniform Committee may be established by the ~~Union~~Guild and said Committee may recommend uniform changes with regard to style, color, material, and type of uniform to be worn while on duty to the ~~Unit~~ Section Commander. Such Committee, if established, shall be notified in advance and provided an opportunity for input in regard to any uniform changes.

9.6 At any time of the year, employees shall have the option of wearing either long- sleeved or short-sleeved uniform shirts.

9.7 The City will repair or replace uniforms or City-furnished personal equipment damaged, destroyed, or lost in the line of duty in accordance with

Section 9.030.IV ~~1.193.IV~~ of the Police Department Manual, except when caused by the employee's own negligence.

9.8 Vehicle assignments shall first be made in the sole discretion of management with consideration of operational efficiency and valid medical or safety reasons; provided, however, that if operational efficiency or medical needs are not implicated, vehicles shall be assigned based upon seniority.

9.9 It is agreed by the City and the ~~Union~~Guild that employees have a reasonable expectation of privacy in their assigned lockers; provided, however, that the City may subject all PEO lockers, or a randomly selected portion of PEO lockers, to a routine inspection upon order of the ~~Unit~~ Section Commander and after reasonable notice to the ~~Union~~Guild and the PEO's. Individual lockers may be entered without prior notice only under exigent circumstances upon the order of a Lieutenant or above. If the City reasonably believes that a particular locker has been abandoned, the City may inspect such locker after providing reasonable notice through posting the locker or otherwise. Nothing in this section shall diminish or impair the PEO's right to privacy in the contents of items within such locker as otherwise provided by law.

9.10 The City and the ~~Union~~Guild agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the ~~Union~~Guild. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

ARTICLE 10 - HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (0-9 years of service)	
Four Personal Holidays (10+ years of service)	

10.2 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

10.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

10.4 Employees on paid status on or prior to October 1 shall be entitled to use one personal holiday as referenced in Section 10.1 during that calendar year. Employees on paid status on or prior to February 12 shall be entitled to use an additional personal holiday as referenced in Section 10.1 during that calendar year. The personal holiday can be used in the same manner as any earned vacation day, except that new employees are not restricted from using their personal holiday during the first six months of employment.

"Paid status" is defined as paid hours of work plus paid time off such as vacation, holidays and sick leave.

10.5 To qualify for holiday pay, employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

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

10.7 Holidays enumerated in Section 10.1 which fall upon a Saturday or Sunday shall be recognized and paid, per Section 10.6, on those actual calendar days for employees who are regularly scheduled to work those days as part of their regular forty- (40) hour work week. Holiday premium pay, per Section 10.6, shall be paid only once for any holiday.

10.8 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status or
2. are accruing vacation at a rate of .0615 or greater on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.

ARTICLE 11 - VACATIONS AND LEAVES OF ABSENCE

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.2 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, 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 computing 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.

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

11.4 Eligible employees shall accumulate vacation from the date of entering City service and may use accumulated vacation with pay after one thousand forty (1040) hours on regular pay status with department approval.

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

shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

11.5.1 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 is 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, and approval shall not be unreasonably denied. Provided that the vacation time could be taken within such three-month period, no extension of this grace period will be allowed.

11.6 The minimum vacation allowance to be used by an employee shall be one-hour.

11.7 An employee who leaves the 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.

11.8 Upon the death of an employee who is in active service with the City, the employee's unused, accrued vacation balance that existed at the time of death shall be disbursed to the employee's designated beneficiary(ies) or the employee's estate.

11.9 Pursuant to Section 11.10 below, 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 possible in light of staffing needs of the ~~Unit~~ Section and/or the employee's shift.

11.10 Vacation requests for the calendar year shall be submitted no later than February 15. Such requests shall be returned no later than March 1 of such calendar year. Seniority shall govern if there are conflicts between vacation requests. All vacation requests submitted before February 15 shall take precedence over vacation requests submitted after that date. After February 15, and for vacation requests submitted for the balance of the month of February, vacation requests shall be granted on a first-come, first-served basis. After February 15, a vacation request submitted at least two (2) or

more working days prior to the requested vacation date shall be returned to the employee, either granted or denied, no later than five (5) working days from the date of the request or the working day prior to the requested vacation date, whichever is earlier.

11.11 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances may, upon the request of the employee, be deducted from his/her accrued sick leave time rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of the illness or injury. Upon request, the employee shall submit medical documentation of the illness or injury from the attending physician regardless of the number of days involved.

11.12 Except for family and medical leave (FMLA) granted pursuant to federal, state or local law, or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered according to City Personnel Rules, and as follows:

A. Upon approval by the Chief of Police or his/her designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave and compensatory time he/she has previously accrued before beginning the leave.

B. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave he/she has previously accrued before beginning such a leave. Provided: the department head may deny the use of vacation leave that is requested for health reasons.

C. Employees may request an unpaid leave of absence by submitting a leave of absence request form. If denied, the reasons for such denial shall be provided to the employee in writing.

D. The department shall make reasonable efforts to assign employees returning to work following an approved unpaid leave of absence of less than sixty (60) days to the last shift to which the employee had been assigned prior to going on leave.

E. Seniority status within the ~~unit~~ Section shall not be affected by an unpaid leave of absence of one hundred eighty (180) days or less in duration.

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

11.14 Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of the Seattle Municipal Code, Chapter 4.33.

11.15 Reinstatement. Except as otherwise expressly provided in this Agreement, 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 12 - HEALTH CARE, DENTAL CARE, LIFE INSURANCE AND LONG TERM DISABILITY

12.1 Effective January 1, 2005~~05~~11, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2005~~05~~11, 2006~~06~~12 and 2007~~07~~13, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

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

12.1.2 The Memorandum of Agreement governing the Health Care Committee shall not be amended so that for the 2008~~08~~11 through 2010~~10~~3 contract years the following concepts shall continue to apply:

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. 2008, 2009 or 2010);

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 12.1, 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 any 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 any contract year to reduce projected increase in health care costs that exceed the resources provided through 1, above, shall be authorized only if applied to the total, annual premiums of the respective health care plan(s); and

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

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

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

12.2.1 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 Article and provide an alternative plan either through self insurance or another insurance carrier, however, the long-term plan shall provide substantially equivalent benefits.

~~12.2.2 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, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.2.~~

12.3 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.

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

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

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

12.5 ~~Effective January 1, 1999, new~~New regular employees will be eligible for benefits the first month following the date of hire (or immediately if hired on the first working day of the month).

ARTICLE 13 - SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY LEAVE

13.1 For eligible employees, sick leave credit shall accumulate 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.

13.1.1 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.

13.1.2 Sick leave credit may be used for time off with pay for bona fide cases of:

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

B. Disability due to pregnancy and/or childbirth.

C. Medical or dental appointments.

Sick leave credit may also be used for any leave taken to care for ill or injured family members as defined in Section B.4 hereto, or other individuals in accordance with applicable federal, state, or local law.

Abuse of sick leave shall constitute a disciplinary offense and shall be grounds for suspension or dismissal.

13.1.3 Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied, in accordance with Ordinance 90789 as now or hereafter amended, 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.

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

13.2 Funeral Leave - Regular employees shall be allowed one (1) day off with pay for the purpose of attendance at the funeral of any close relative; provided that where such attendance 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 therefor, authorize additional leave

for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section and as defined by Ordinance 114648, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, brother, sister, grandchild, grandfather, or grandmother of the employee or of the spouse or domestic partner of such employee, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, or nephew of such employee or spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, or nephew of spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

13.3 Emergency Day: Paid leave will be granted for one (1) day or a portion thereof per calendar year (and without a reduction in earned sick leave or vacation) subject to approval of the employee's supervisor and/or ~~department~~ Section ~~head~~ director when it is necessary that the employee be off work to attend to an unforeseen emergency with respect to the employee's household that necessitates action on the part of the employee. Requests for an emergency day shall be directed to the Section director in writing. When prior approval of an emergency day is not practical requests may be made after the fact. "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two separate instances but no more than eight (8) hours shall be allowed in any calendar year. In unforeseen emergencies that require additional time beyond eight (8) hours, the employee may request the use of accrued leave, with the exception of sick leave. The employee may request leave without pay in accordance with Article 11.12.

ARTICLE 14 - ON-THE-JOB INJURY OR ILLNESS

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

14.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation 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 14.1.

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. Such authorization shall not be unreasonably withheld.

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

14.2.1 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These

standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

14.3 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 14.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.1.

14.4 Any employee eligible for workers' compensation benefits under SMC 4.44 whose on-the-job injury or illness prevents him/her from performing his/her regular duties but who, in the judgment of a physician, could perform other duties which would not aggravate or worsen the worker's injury or illness may be offered a limited duty assignment, if such work is available. The duties of such an assignment will be consistent with the medical restrictions identified by the physician. An employee working a limited duty assignment shall be subject to the requirements of the department manual section regarding such assignments (in effect as of the date of this Agreement) and shall be compensated at his/her normal rate of pay. Refusal to accept an appropriate limited duty assignment may result in the loss of workers' compensation benefits.

14.5 The department shall make reasonable efforts to assign an employee returning to full duties within two hundred sixty (260) work days following an

on-the-job injury to the last shift to which the employee had been assigned prior to the injury.

14.6 Sick leave shall not be used for any disability herein described except as allowed in Section 14.1.1.

14.7 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid; provided, however, that employees who are not eligible to receive such supplemental benefits shall be entitled to receive State Industrial Insurance Compensation and Medical Aid, if eligible.

14.8 Appeals of any denials under State Industrial Insurance Compensation and Medical Aid (not supplemental benefits) shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

14.9 Except as otherwise specifically provided herein, this Article shall in no manner affect employees' eligibility to receive full benefits and rights provided by applicable federal, state and local law.

14.10 A probationary employee who believes that he/she has been discharged or otherwise discriminated against by the City in violation of RCW 51.48.025, based upon his/her filing or communicating to the employer an intent to file a claim for compensation or exercising rights under Chapter 51.48 RCW, may request review of such an allegation by the Chief or Police or his/her designee.

ARTICLE 15 – RETIREMENT

15.1 Pursuant to Ordinance 7844 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

15.2 The parties agree that the Seattle Municipal Code regarding the funding of the Seattle City Employees' Retirement System (hereinafter "System") shall be amended consistent with the following language:

If a year-end actuarial study commissioned by the System finds that the amortization period for the System's unfunded actuarial liability exceeds thirty (30) years, based on the current contribution rate to the System that the City and employee(s) each pay, and the City determines that an increase in contribution rates to the System is necessary, the City and employees shall equally increase contribution rates. Such increases shall not result in employees paying greater than a 10.03% contribution rate (There is a two percent (2%) cap on additional employee contributions to the City pension system per the December 11, 2009 MOA with the Coalition of City Unions). The required contribution rate increases, if necessary, shall take effect no sooner than the beginning of the first pay period of the year following completion of the actuarial study.

ARTICLE 16 – JOINT LABOR-MANAGEMENT ~~CONFERENCE~~ COMMITTEE

16.1 The City and the ~~Union~~Guild agree to establish a ~~j~~Joint Labor-Management Committee ("JLMC"). ~~Conference Committee consisting of three (3) representatives of the Union, including the President of the Union or his/her representative, and three (3) representatives of the City, which may include the Director of Labor Relations or his/her representative.~~ The participants on the ~~committee~~ JLMC shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

16.2 The purpose of the~~is Committee~~ JLMC is to serve in an advisory capacity and deal with matters of general concern to the ~~Union~~Guild and to the City as opposed to individual complaints of employees.~~; provided, however, it is understood that the Conference Committee shall function in an advisory capacity and shall not be considered a decision-making body; and provided, further, it is understood that this Committee shall not be considered a collective bargaining forum and its composition shall not constitute a waiver of any other obligation provided by applicable law. It is further understood that the work of the parties under the Conference Committee procedure shall in no way add to or subtract from, alter, or amend this Agreement.~~

16.3 Either the ~~Union~~Guild representative or the City representative may initiate a discussion of any subject of a general nature affecting employees covered by this Agreement. Subjects for discussion at ~~Conference Committee~~the JLMC ~~meetings~~ during the term of this Agreement shall be identified in advance. ~~If such subjects have been identified by either party, the Committee shall meet not more than once each season.~~ The parties shall alternate, meeting by meeting, the chair responsibilities. The person acting as chairperson shall develop a written agenda for the meeting with input from both parties identifying the subjects for discussion and shall distribute the agenda to all ~~Committee~~ JLMC members one week prior to the meeting.~~, with a copy to the Bureau Commander, the Unit Section Commander and Labor Relations.~~

16.4 ~~Conference Committee~~JLMC meetings shall be scheduled during the employees' normally scheduled work hours and shall constitute paid work time.

16.5 Any decisions or agreements reached by the ~~Conference Committee~~JLMC shall be put in writing and distributed to the ~~Union~~Guild and the ~~Unit~~ Section Commander.

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

The parties support the use of the EIC process to explore potential alternative work schedules for employees. The adoption of any alternative work schedule shall be by mutual agreement.

~~16.7 A Labor-Management Committee will:~~

~~1. Review and problem-solve training needs for employees;~~

~~2. Determine how employees will be notified in a timely manner about training opportunities; and~~

~~3. Discuss how employees will have equal access to appropriate and relevant training.~~

ARTICLE 17 - ~~UNION~~GUILD REPRESENTATIVE, SHOP STEWARDS AND BULLETIN BOARDS

17.1 A ~~Union~~Guild officer or shop steward may, after notifying the appropriate supervisor in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such officer or shop steward shall limit his/her activities during such investigations to matters relating to this Agreement.

17.2 The Employer shall afford ~~Union~~Guild officers and shop stewards a reasonable amount of time while on duty to consult with aggrieved employees, provided that the ~~Union~~Guild officers and shop stewards or the aggrieved employee contact the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with parking enforcement operations. On-duty consultations with aggrieved employees of more than ~~fifteen~~ thirty (~~15~~30) minutes must be requested in writing and responded to in writing by the ~~Unit~~ Section Commander or his/her designee.

17.3 The ~~Union~~Guild may appoint a shop steward for each shift within the Parking Enforcement ~~Unit~~Section. In turn, the ~~Union~~Guild shall furnish a current list of shop stewards to the Police Department and the City Director of Labor Relations. Stewards shall be regular full-time employees and shall perform their regular duties as such. While on the job, shop stewards shall function as the ~~Union~~Guild's representatives for the purpose of informing the ~~Union~~Guild of any alleged violations of this Agreement, investigating and processing grievances relating thereto, informing members of ~~Union~~Guild business, and serving as ~~Union~~Guild representatives in circumstances where a member is entitled to ~~Union~~Guild representation, as long as said ~~Union~~Guild duties do not deter the stewards from satisfactorily performing their regular job duties and do not result in an unreasonable amount of time being spent on ~~Union~~Guild business.

17.4 The parties to this agreement recognize the value to both the ~~Union~~Guild and the City of having employees express their perspectives as part of the negotiations process. Therefore, effective January 1, 2005, employees who participate in the bargaining as part of the ~~Union~~Guild's bargaining team during the respective employee's work hours shall remain on paid status, without the ~~Union~~Guild 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~~Guild'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~~Guild shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs;
4) In the interest of maintaining necessary staffing levels, no more than ~~four~~three (~~4~~3) employees shall attend a negotiation session at one time as part of the ~~Union~~Guild's bargaining team. Additionally, the parties agree that shift adjustments will be accommodated to allow the ~~Union~~Guild's bargaining team to participate in negotiations.

A.

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.

17.5 City work hours shall not be used by employees or ~~Union~~Guild representatives for the conduct of ~~Union~~Guild business or the promotion of ~~Union~~Guild affairs other than as provided in this Article, Article 5, Grievance Procedure, and Article 16, Joint Labor-Management ~~Conference~~ Committee, and no City property or facilities, including vehicles, shall be used for ~~Union~~Guild business or any other non-City purpose. Except: inter-office mailboxes and conference rooms may be used for ~~Union~~Guild business provided such usage does not interfere with City work, does not occur during City work time, and is used with prior management approval.

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

17.7 Upon request and not more than three (3) times per year, the Employer shall furnish the ~~Union~~Guild a listing of all active employees within the bargaining unit.

17.8 The City shall provide bulletin board space for the use of the ~~Union~~Guild in areas accessible to the members of the bargaining unit. The bulletin board space provided shall not be used for postings that promote or oppose a ballot issue or assist a candidate for public office, or are otherwise inappropriate for the workplace. Postings involving internal ~~Union~~Guild politics and/or ~~Union~~Guild elections are permitted to be posted in the provided space. All

material posted shall be officially identified as belonging to the Seattle Parking Enforcement Officers' Association. Absent exigent circumstances, the City shall provide the ~~Union~~Guild with notice when it considers a posting inappropriate and provide the ~~Union~~Guild an opportunity to remove such notice.

ARTICLE 18 – SAFETY STANDARDS

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

18.2 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 assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in Department and City safety programs.

18.3 A representative from the bargaining unit, designated by the ~~Union~~Guild, shall serve on the Department Safety Committee. With the approval of the PEO Supervisor, said representative will be allowed time off with pay to attend safety meetings, as scheduled by the Department.

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

ARTICLE 19 - TRANSFER, VOLUNTARY REDUCTION, LAYOFF, AND SERVICE CREDIT

19.1 Transfer:

A. The transfer of an employee shall not constitute a promotion except as provided in Section 19.~~1C5~~ 1D5 of this Article.

B. Intradepartmental transfers: An appointing authority may transfer an employee from one position to another position in the same class in his/her department without prior approval of the Personnel Director, but must report any such transfer to the Personnel Department within five (5) days of its effective date.

C. Employees reemployed as Parking Enforcement Officers after resigning to enter the Police Academy training shall be returned to their former Parking Enforcement Officer salary step, shall retain their formerly accrued sick leave balance, and shall retain prior service credit for purposes of vacation accrual and seniority under the terms of this contract provided the employee is reemployed within three months after leaving the Academy.

D. Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Personnel Director's approval as follows:

1. Transfer in the same class from one department to another;

2. 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.

3. Transfer, in lieu of layoff, may be made to a position in the same class to a different department upon showing that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer, provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible to transfer, in lieu of layoff, in the same job title, the employee names shall be placed on a Layoff Transfer List in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who

have no rights to other positions in the application of the layoff language herein including Section 19.5C.

A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

An employee on the Layoff Transfer List who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.5D.

4. 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 , trial service, or probationary employee is not displaced.

5. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service, provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service, or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.~~1C4~~ 1D4 of this Article is not practicable.

6. The Personnel Director may approve a transfer under Section 19. D1, D2, D3, D4, or D5~~1C1, C2, C3, C4, or C5~~ above with the consent of the appointing authority of the receiving department only, upon a showing of circumstances justifying such action.

7. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the director's approval of a written request by the appointing authority. Employees transferred pursuant to the provisions of Section 19.1 shall serve probationary and/or trial service period as may be required in Section 20.5.

19.2 Voluntary Reduction:

A. A regularly appointed employee may be reduced to a lower-class upon his/her written request stating the reasons for such reduction, if the request is concurred in by the appointing authority and is approved by the

Personnel Director. Such reduction shall not displace any regular, trial service, or probationary employee.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.6. Upon a showing, concurred in by the appointing authority of the department, that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

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

19.4 Layoff for purposes of this Agreement shall be defined as:

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

19.5 A. In a given class in a department, the following shall be the order of layoff:

1. Interim appointees;

2. Temporary or intermittent employees not earning service credit;

3. Probationary employees*;

4. Trial service employees* (who cannot be reverted in accordance with Section 20.4B); or

5. Regular employees* in order of their length of service, the one with the least service being laid off first.

* Except as their layoff may be affected by military service.

B. However, the City may lay off out of the order described above for ~~one or more of~~ the reason~~s~~ cited below:

1. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.

~~2. When (1) women or minorities are substantially underrepresented in an EEO category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.~~

C. At the time of layoff, a regular employee or a trial service employee (per 19.5A(4) above) shall be given an opportunity to accept reduction(bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1D~~41C4~~. 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 19.6.

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

E. Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

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

G. 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, the following shall be the order of the Reinstatement Recall List:

1. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

2. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service

employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.

3. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

4. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 20, Section 20.4, shall apply.

5. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 20, Section 20.4, shall apply.

6. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.

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

8. The ~~Union~~Guild agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of this bargaining unit, provided the ~~Union~~Guild representing those employees has agreed to a reciprocal right to employees of this bargaining unit. Otherwise, this Section shall only be applicable to those positions that are covered by this Agreement.

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

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

B. General Provisions:

1. After completion of the probationary period, service credit will be given for employment in the same, an 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 the regular appointment;

2. 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;

3. Service credit will be given for previous regular employment of an incumbent in a position that has been reallocated and in which the employee has been continued with recognized standing;

4. Credit will be given for service prior to an authorized transfer;

5. Service credit will be given for time lost during:

   (a) Jury duty;

   (b) Disability incurred in line of service;

   (c) Illness or disability compensated for under any plan authorized and paid for by the City;

   (d) Service as a representative of a ~~union~~Guild affecting the welfare of City employees;

   (e) 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.

C. No service credit shall be given:

1. For service of a regular employee in a lower class to which they have been reduced and in which they have not had regular standing, except from the time of such reduction;

2. 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 such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

19.7 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 20 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

20.1 The following shall define terms used in this Article:

Probationary Period - A twelve- (12) month period of employment following an employee's initial regular appointment 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.

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

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

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

20.3 Probationary Period/Dismissal - An employee may be dismissed during 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~~Guild.

A. 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.

20.4 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 20.1.

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

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

E. The names of regular employees who have been reverted for purposes of reemployment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were

promoted or transferred for a period of one (1) year from the date of reversion.

F. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

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

H. 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.

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

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

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

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

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

20.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 19.

ARTICLE 21 - SAVINGS CLAUSE

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

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

ARTICLE 22 - ENTIRE AGREEMENT

22.1 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, provided; however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

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

ARTICLE 23 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall become effective on January 1, 2008~~08~~11, or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2010~~08~~3. 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, 2010~~08~~3. Any modifications requested by either party must be submitted to the other party no later than sixty (60) calendar days prior to the expiration date of the Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

24.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent required by RCW 41.56 until a new Agreement is consummated or unless either party serves the other party with ten (10) days' notification of intent to terminate the existing Agreement.

~~24.3 Either party may reopen this Agreement for the purpose of negotiating the mandatory subjects of bargaining relating to the implementation of an alternative work schedule.~~

Signed this ____ day of _____, 2008~~11~~12.

~~WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21P~~
SEATTLE PARKING ENFORCMENT OFFICERS' GUILD

THE CITY OF SEATTLE
Executed Under Authority of
Ordinance No._____.
Ordinance No._____.

By _____
~~William Dennis, Staff Representative~~Chris Casillas

By _____
~~Gregory J. Nickels~~Michael P. McGinn, Mayor

By_____
~~Laura Fox~~Aaron Paston, President

APPENDIX A

A.1 HOURLY RATES OF PAY

~~Effective December 26, 2007~~	~~Entry~~	~~6 Mos.~~	~~18 Mos.~~	~~30 Mos.~~	~~42 Mos.~~
~~Parking Enforcement Officer~~	~~$ 20.64~~	~~$ 21.29~~	~~$ 22.08~~	~~$ 22.76~~	~~$ 23.59~~

Effective January 5, 2011, the wages of all titles represented by this Agreement shall be increased 0.6% above the 2010 rates.

Effective January 4, 2012, the wages of all titles represented by this Agreement shall 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 2009 through June 2010 to the period August 2010 through June 2011, provided, however, that said percentage increase shall not be less than zero~~1.8% above the 2011 rates.

Effective January 2, 2013, the wages of all titles represented by this Agreement shall 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 2010 through June 2011 to the period August 2011 through June 2012, provided, however, that said percentage increase shall not be less than zero~~3.3% above the 2012 rates.

~~A.2 Effective January 7, 2009, 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 2006 through June 2007 to the period August 2007 through June 2008.~~

~~A.3 Effective January 6, 2010, 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 2007 through June 2008 to the period August 2008 through June 2009.~~

~~A.4. For 2009 and 2010, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).~~

A.~~5~~2 In the event the "Consumer Price Index" becomes unavailable for purposes of computing the wage increase provided in Section A.1~~A.3~~, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If the substitute is not satisfactory to either party, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

APPENDIX B

B.1 VEBA

A. Employees who are eligible to retire during the term of this contract shall participate in a vote administered by the ~~union~~Guild to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

a. Eligibility-to-Retire Requirements:

- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older as of the final day of the contract term and provide this list to the ~~union~~Guild so that the ~~union~~Guild can administer the vote.

If the eligible-to-retire members of the bargaining unit vote to accept the VEBA, then all members of the bargaining unit who retire during the term of this contract, shall either:

a. place their sick leave cashout at 35% into their VEBA account, or

b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.

B. Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA and who meet the eligible-to-retire criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

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

B.3 Eligible Family Member. The definition of "Eligible family member" contained in SMC 4.24.005 shall be amended by the elimination of the existing phrase "who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability" and the addition of the word "sibling."

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

APPENDIX C: Specialty Assignments

A. Special Assignment Definition

The Department may assign Parking Enforcement Officers to a Special Assignment according to the procedures outlined below. Special Assignment is defined as a specific job assignment requiring specialized training, knowledge, skill, physical ability or expertise. Parking enforcement Special Assignments include, but are not limited to:

i. License Plate Recognition Officer (trial period)
ii. Booting Task Force Officer (trial period)
iii. Abandoned Vehicle Task Force

B. Special Assignment Selection Process

Special Assignments will be open to all PEOs who have completed their probationary period and meet the minimum requirements as outlined for each assignment. The Special Assignment selection process will be used for both trial and new assignments. Each Special Assignment will have a written job description and minimum qualifications, as well as any desired qualifications.

A written announcement stating that a Special Assignment position is available will be sent to all PEOs at least fourteen (14) calendar days before letters of interest and or resumes are due.

PEOs interested in being considered for Special Assignments will be required to submit the following documentation to their supervisor:

1. A cover letter of interest for the available position.

2. A resume outlining your qualifications for the position.

The resumes/letters will be evaluated and ranked based on a review of the applicant packet, past performance evaluations and the employee's personnel file. Those receiving the highest rank will advance in the selection process, with a list of the ranked candidates being provided to the Section Director. An oral review board may be used when deemed necessary by management. PEOs who advance will be notified and given seven (7) calendar days to prepare for the oral boards. If applicable, the oral board may review the letter/resume of the applicant PEO, documentation contained in the supervisory file, past performance evaluations and disciplinary history. Each PEO applicant will be asked the same series of job-related questions during the oral review board as well as any follow-up questions.

The oral review board will make a written recommendation on the most qualified applicant(s) for each Special Assignment to the Section Director. The Section Director will make the final selection based on a review of each applicant's ranking as part of the written and oral process.

All PEOs who participate in the process, and are not selected, will be provided feedback from the Director and the selection committee.

C. Guild Notification

Management will provide the Guild with a list of the PEO's who applied for a Specialty Assignment as well as a copy of any written recommendations generated by a Specialty Assignment selection process within thirty (30) days of the selection. ~~If practical,~~ Management will notify the Guild at least thirty (30) days prior to the elimination of any Special Assignment position unless extenuating circumstances justify a shorter period of notice. If providing thirty (30) days notice ~~is not practical~~ does not occur due to extenuating circumstances, Management will provide as much notice as is practical.

D. Special Assignment Rotation Policy

PEO's in a Special Assignment shall remain for three (3) years unless the PEO's job performance does not meet requirements or the PEO requests a transfer or the Special Assignment position is eliminated. PEO's completing their three (3) year Special Assignment may be considered for a two (2) year extension based on their job performance, the operational needs of the Department and their letter of interest. Whenever an assignment period is completed, if the Department desires to refill the assignment, the selection procedure as outlined above shall be followed. However, PEO's reapplying for the same Special Assignment will only need to submit a letter of interest. Rotation or removal for non-disciplinary reasons from a Special Assignment position is not subject to the grievance procedure.

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Personnel	David Bracilano/684-7874 Sarah Butler/684-7929	Forrest Longman/684-0331 Candice Livingston/233-7274

Legislation Title:
AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing execution of a collective bargaining agreement between the City of Seattle and the Seattle Parking Enforcement Officers' Guild to be effective January 1, 2011 through December 31, 2013; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2011 and 2012 retroactive payments therefor; and ratifying and confirming prior acts.

Summary of the Legislation:
This legislation authorizes a collective bargaining agreement between the City and the Seattle Parking Enforcement Officers' Guild (SPEOG) providing for wages, healthcare, and other conditions of employment and appropriates funding to the Seattle Police Department (SPD) to pay for 2011 and 2012 wages adjustments associated with the agreement effective January 1, 2011 through December 31, 2013. This legislation affects approximately 97 City employees represented by SPEOG.

Background:
The collective bargaining agreement between the City and the employees now represented by SPEOG expired on December 31, 2010. Union members continued to work on condition that their wages, hours and other working conditions be negotiated. Union members ratified the agreement in June of 2013.

Under the new agreement, the City will increase union members' wages by 0.6 percent in 2011, 1.8 percent in 2012, and 3.3 percent in 2013, based on 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (CPI-W) for the period of August through June of the base year and the period of August through June of the following year. Health care cost sharing will continue as agreed upon in the previous contract: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs. The City and SPEOG also agreed to cost-neutral changes to other conditions of employment.

The Seattle Police Department (SPD) requires an appropriation to make retroactive payments for the 2011 and 2012 pay increases. The impact of this retroactive payment is estimated to be $235,000. This amount has been included in the legislation for appropriation to the department. The 2013 Adopted Budget has sufficient funding to cover the increase and retroactive payout

associated with the 2013 contract year.

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Fund Name and Number	Department	Budget Control Level*	2013 Appropriation	2014 Anticipated Appropriation
General Subfund (00100)	Seattle Police Department	Special Operations (P3400)	$235,000	$0

Appropriations Notes:

None.

Anticipated Revenue/Reimbursement Resulting from this Legislation: NONE

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: NONE

Spending/Cash Flow: All funding will be spent in 2013. No funding will be carried over for this purpose in 2014.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
This legislation permanently increases the base pay for Parking Enforcement staff covered by the agreement.

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 6, 2010. There may be additional legal risks associated with not implementing this legislation.

c) **Does this legislation affect any departments besides the originating department?**
SPD is the only department affected by this legislation. This proposed Council Bill will impact SPD's budget and to the extent provided in the collective bargaining agreement, the operational functions of its SPEOG 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: None

City of Seattle
Office of the Mayor

July 23, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that that authorizes a collective bargaining agreement between the City and the Seattle Parking Enforcement Officers' Guild (SPEOG) providing for wages, healthcare, and other conditions of employment effective January 1, 2011 through December 31, 2013. The Council Bill also includes an appropriation to the Seattle Police Department for retroactive payments associated with the new contract. This legislation affects approximately 97 City employees represented by SPEOG.

Under the terms of the collective bargaining agreement reached between the parties, the City will increase union members' wages by 0.6 percent in 2011, 1.8 percent in 2012, and 3.3 percent in 2013, based on 100 percent 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 of August through June of the base year and the period of August through June of the following year. Health care cost sharing will continue as agreed upon in the previous contract: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs. The City and SPEOG also agreed to cost-neutral changes to other conditions of employment.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at 684-7874 or Sarah Butler at 684-7929.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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